

**COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

**AGENDA**

**TUESDAY, SEPTEMBER 26, 2006**

**A. ADOPTION OF AGENDA**

**B. APPROVAL OF MINUTES**

**C. PRESENTATIONS**

- 1. BELTLINE UPDATE – SEPTEMBER - by ADA**
- 2. EIGHTH UPDATE ON REVITALIZATION INCENTIVES  
FOR UNDERDEVELOPED AREAS IN ATLANTA**

**CONSENT AGENDA**

**D. ORDINANCES FOR FIRST READING**

- 06-O-2116 ( 1) An Ordinance by Community Development/Human Resources Committee amending the 2006 (Intergovernmental Grant Fund) Budget by transferring appropriations in the amount of \$120,660.00 for the purpose of funding Contract #HP-58, Narnia Housing Program, for seven new Georgia Department of Community Affairs funded Shelter Care Units for HIV+ homeless persons in Cartersville, Georgia; authorizing the Mayor to enter into a contract agreement with the AIDS Alliance of Northwest Georgia, Inc. for the implementation of the Narnia Housing Program; and for other purposes.
- 06-O-2117 ( 2) An Ordinance by Community Development/Human Resources Committee to amend the 2006 (Trust Fund) Budget by transferring appropriations in the amount of \$100,000.00 to fund the "Owner Occupied Housing Rehab" Project to be implemented by the City of Atlanta; and for other purposes.
- 06-O-2065 ( 3) An Ordinance by Community Development/Human Resources Committee amending the 2006 (Intergovernmental Grant Fund) Budget by adding to anticipation and appropriations in the amount of \$273,600.00 to increase the budget amount authorized by the U.S. Department of Housing and Urban Development ("HUD") for the City of Atlanta's Section 8 Moderate Rehabilitation Program (GA269MR0002); and for other purposes.

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**CONSENT AGENDA**

**D. ORDINANCES FOR FIRST READING**

- 06-O-2066 ( 4)     An Ordinance by Community Development/Human Resources Committee amending the 2006 (Intergovernmental Grant Fund) Budget by adding to anticipation and appropriations in the amount of \$399,900.00 to increase the budget amount authorized by the U.S. Department of Housing and Urban Development ("HUD") for the City of Atlanta's Section 8 Moderate Rehabilitation Program (GA269SR0006); and for other purposes.

**HUMAN RESOURCES SECTION**

**E. PAPERS HELD IN COMMITTEE**

- 06-O-1935 ( 1)     An Ordinance by Councilmember Carla Smith authorizing the Mayor or her Designee to rename the South Atlanta Park to Lucius D. Simon Sr. Memorial Park; and for other purposes. **(Held 8/29/06 for further review by Parks)**
- 06-R-1939 ( 2)     A Resolution by Councilmember Jim Maddox to enter into a Conservation Easement between the City of Atlanta and Coventry Station Partners, LLC for the protection of Trees; creation of Open Space; and for other purposes. **(Held 8/29/06 for the Ordinance)**
- 06-O-2050 ( 3)     An Ordinance by Councilmembers Jim Maddox and Joyce Sheperd authorizing the Mayor to enter into a conservation easement between the City of Atlanta and Coventry Station Partners, LLC for the protection of trees; creation of open space; and for other purposes. **(Held 9/12/06 at the request of Department for additional information)**

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**COMMUNITY DEVELOPMENT SECTION**

**F. ORDINANCE FOR SECOND READING**

06-O-2135 ( 1)     An Ordinance by Councilmember Clair Muller to place a moratorium on the acceptance of all Building Permit Applications which include contemplation of the use of septic tanks or other similar consumptive sewerage disposal systems alternative to the City's sewerage system for a period not to exceed 120 days or the adoption of legislation that requires properties to utilize the City's public sewer system where sewer is available, whichever occurs first; and for other purposes.

06-O-1882 ( 2)     An Ordinance by Community Development/Human  
**CDP-06-59**         Resources Committee to amend the Land Use Element of the City of Atlanta's 2004-2019 Comprehensive Development Plan (CDP) so as to re-designate properties located at **1129 State Street and 1132 Atlantic Drive, NW**, from the "Low Density Residential" Land Use Designation to the "Low Density Commercial" Land Use Designation; and for other purposes. **(Public Hearing held 9/11/06) (Adversed by CD/HR Committee 9/12/06) (Referred back by Council 9/18/06)**

**NPU-E**

**Council District 2**

**G. RESOLUTIONS**

06-R-2067 ( 1)     A Resolution by Community Development/Human Resources Committee authorizing the Mayor, on behalf of the Department of Planning and Community Development, Bureau of Housing, to enter into a Housing Assistance Payments Contract Amendment with Verona Partners, LLLP, to implement the Section 8 Moderate Rehabilitation Program sponsored by the U. S. Department of Housing and Urban Development (HUD); and for other purposes.

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**G. RESOLUTIONS (CONT'D)**

- 06-R-2068 ( 2) A Resolution by Community Development/Human Resources Committee authorizing the Mayor, on behalf of the Department of Planning and Community Development, Bureau of Housing ("Department"), to enter into a Housing Assistance Payments Contract Amendment with Urban Residential Development Corporation to implement the Section 8 Moderate Rehabilitation Program sponsored by the U.S. Department of Housing and Urban Development (HUD); and for other purposes.
- 06-R-2143 ( 3) A Resolution by Councilmember Joyce Sheperd authorizing the creation of a Fort McPherson Citizen Advisory Group; and for other purposes.
- 06-R-2139 ( 4) A Resolution by Councilmember Anne Fauver requesting that the Director of the Bureau of Planning assist the Virginia-Highlands Civic Association and their consultants in the preparation of a Neighborhood Commercial (NC) District for Virginia-Highlands; and for other purposes.

**NPU-F**

**Council District 6**

**H. PAPERS HELD IN COMMITTEE**

- 06-O-0262 ( 1) An Ordinance by Councilmember Jim Maddox to amend Chapter 1, Section 101.4(e) of the Building Code Amendments by adding subparagraph (6) to require automatic sprinkler protection systems for all newly constructed single-family dwellings; to repeal conflicting ordinances; and for other purposes. **(Held 1/31/06 to review the information package from the Fire Marshal)**
- 06-O-0494 ( 2) An Ordinance by Councilmembers Howard Shook, H. Lamar Willis, Carla Smith, Cleta Winslow, Clair Muller, Ivory Lee Young, Jr., Joyce Sheperd, Natalyn Archibong, Jim Maddox, Kwanza Hall and C. T. Martin **as substituted by Community Development/Human Resources Committee** to amend the Tree Protection Ordinance to exempt homeowners from recompense and replacement for one tree per year; and for other purposes. **(Held 2/14/06 to give the New Arbor Culture Manager an opportunity to review the legislation)**

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**H. PAPERS HELD IN COMMITTEE (CONT'D)**

- 06-O-0781 ( 3)      An Ordinance by Councilmember Clair Muller to amend Part 15, Section 15-08.005 of the City of Atlanta Land Development Code regarding curved streets; and for other purposes. **(Held 3/28/06 at request of the department for further review of the legislation)**
- 06-O-1163 ( 4)      An Ordinance by Community Development/Human Resources Committee adopting the 2007-2012 City of Atlanta Capital Improvements Program; and for other purposes. **(Public Hearings held 6/12/06 and 9/11/06) (Held 6/13/06 at the request of Bureau of Planning)**
- 06-O-1185 ( 5)      An Ordinance by Community Development/Human  
**CDP-06-40**      Resources Committee to amend the Land Use Element of the City of Atlanta 2004-2019 Comprehensive Development Plan (CDP) so as to re-designate property that is located at **1416-1454 and 1449 & 1451 Vaughn Street, 1454 & 1458 Memorial Drive, 1411-1453 Woodbine Avenue and 124 & 134 Montgomery Street, SE**, from the "Single Family Residential" Land Use Designation to the "Medium Density Residential" Land Use Designation; and for other purposes. **(Public Hearing held 6/12/06) (Held 6/13/06 at the request of Bureau of Planning)**  
**NPU-O**      **Council District 5**
- 06-O-1186 ( 6)      An Ordinance by Community Development/Human  
**CDP-06-42**      Resources Committee to amend the Land Use Element of the City of Atlanta 2004-2019 Comprehensive Development Plan (CDP) so as to re-designate property that is located at **1155 Hill Street, SE** from the "Industrial" Land Use Designation to the "Very High Density Residential" Land Use Designation; and for other purposes. **(Public Hearing held 6/12/06) (Held 6/13/06 at the request of Bureau of Planning)**  
**NPU-Y**      **Council District 1**

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**H. PAPERS HELD IN COMMITTEE (CONT'D)**

- 06-O-1187 ( 7)  
**CDP-06-43**      An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the City of Atlanta 2004-2019 Comprehensive Development Plan (CDP) so as to re-designate property that is located at **156-212 Lakewood Way, SE** from the "Single Family Residential" Land Use Designation to the "Medium Density Residential" Land Use Designation; and for other purposes. **(Public Hearing held 6/12/06) (Held 6/13/06 at the request of Bureau of Planning for NPU vote)**  
**NPU-Y**      **Council District 12**
- 06-O-1192 ( 8)  
**CDP-06-45**      An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the City of Atlanta 2004-2019 Comprehensive Development Plan (CDP) so as to re-designate property located in the **Memorial Drive Corridor Study Plan**, from Various Land Use Designations to Various Land Use Designations; and for other purposes. **(Public Hearing held 6/12/06) (Held 6/13/06 at the request of Bureau of Planning, waiting on vote from NPU)**  
**NPU's "V" and "W"**      **Council Districts 1 & 5**
- 06-O-0495 ( 9)      An Ordinance by Councilmember Clair Muller to amend Part 15 of the Land Development Code of the Code of Ordinances of the City of Atlanta to allow for the creation of Conservation Subdivisions in the City of Atlanta and to provide standards for their implementation; and for other purposes. **(Held 2/15/06 by Zoning Committee) (Referred to CD/HR by Council 6/5/06) (Held 6/13/06 at the request of Bureau of Planning)**
- 06-R-1873 (10)  
**CDP-06-57**      A Resolution by Community Development/Human Resources Committee adopting the English Avenue Redevelopment Plan Update into the City of Atlanta's 2004-2019 Comprehensive Development Plan; and for other purposes. **(Held 8/29/06) (Public Hearing held 9/11/06)**

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#### H. PAPERS HELD IN COMMITTEE (CONT'D)

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|---|--|
| <p>06-O-1875 (11)<br/> <b>CDP-05-37</b></p> | <p>An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate properties located in <b><u>Beltline Tract-1 (Piedmont Road to Park Drive)</u></b> from the "Open Space" Designation to the "Mixed-Use" Designation; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06 waiting for Zoning legislation)</b><br/> <b>NPU-F</b> <b>Council District 6</b></p>                                  |
| <p>06-O-1876 (12)<br/> <b>CDP-05-38</b></p> | <p>An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate properties located in the <b><u>Beltline Tract-2 (Park Drive to Monroe Drive)</u></b> from Various Land Use Designations to Various Land Use Designations; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06 waiting for Zoning legislation)</b><br/> <b>NPU-F</b> <b>Council District 6</b></p>                            |
| <p>06-O-1877 (13)<br/> <b>CDP-05-39</b></p> | <p>An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate properties located in the <b><u>Beltline Tract-3 (Monroe Drive to Ponce de Leon Avenue)</u></b> from Various Land Use Designations to Various Land Use Designations; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06 waiting for Zoning legislation)</b><br/> <b>NPU-E &amp; F</b> <b>Council Districts 2 &amp; 6</b></p> |

#### H. PAPERS HELD IN COMMITTEE (CONT'D)

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|------------------------------------|---|----------------------------|
| 06-O-1878 (14)<br><b>CDP-05-40</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate properties located in the <b><u>Beltline Tract-4 (Ponce de Leon Avenue to Freedom Parkway)</u></b> from Various Land Use Designations to Various Land Use Designations; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06 waiting for Zoning legislation)</b><br><b>NPU-S-N &amp; M</b> | <b>Council District 2</b>  |
| 06-O-1879 (15)<br><b>CDP-05-41</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate properties located in the <b><u>Beltline Tract-5 (Freedom Parkway to Decatur Street)</u></b> from Various Land Use Designations to Various Land Use Designations; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06 waiting for Zoning legislation)</b><br><b>NPU-S-N &amp; M</b>       | <b>Council District 2</b>  |
| 06-O-1887 (16)<br><b>CDP-06-64</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate property located at <b><u>1687 Monroe Drive, NE</u></b> , from the "Low Density Residential" Land Use Designation to the "Medium Density Residential" Land Use Designation; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06)</b><br><b>NPU-F</b>                                      | <b>Council District 6</b>  |
| 06-O-1888 (17)<br><b>CDP-06-65</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate property located at <b><u>3700 Martin Luther King, Jr. Drive, SW</u></b> , from the "Medium Density Residential" Land Use Designation to the "Mixed-Use" Land Use Designation; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06)</b><br><b>NPU-H</b>                                   | <b>Council District 10</b> |



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**H. PAPERS HELD IN COMMITTEE (CONT'D)**

- 06-O-1889 (18) An Ordinance by Community Development/Human  
**CDP-06-66** Resources Committee to amend the Land Use Element of the  
City of Atlanta's 2004-2019 Comprehensive Development  
Plan (CDP) so as to re-designate property located at **2650**  
**Proctor Drive, NW**, from the "Low Density Residential" and  
"Open Space" Land Use Designations to the "Medium  
Density Residential" Land Use Designation; and for other  
purposes. **(Public Hearing held 9/11/06) (Held 9/12/06)**  
**NPU-G Council District 9**
- 06-O-1890 (19) An Ordinance by Community Development/Human  
**CDP-06-67** Resources Committee to amend the Land Use Element of the  
City of Atlanta's 2004-2019 Comprehensive Development  
Plan (CDP) so as to re-designate property located at **1332**  
**Metropolitan Parkway, SW**, from the "Single Family  
Residential" Land Use Designation to the "Mixed-Use" Land  
Use Designation; and for other purposes. **(Public Hearing**  
**held 9/11/06) (Held 9/12/06)**  
**NPU-X Council Dis**
- 06-O-1891 (20) An Ordinance by Community Development/Human  
**CDP-06-68** Resources Committee to amend the Land Use Element of the  
City of Atlanta's 2004-2019 Comprehensive Development  
Plan (CDP) so as to re-designate properties located at **1059**  
**Grant Street and 1084 & 1090 Hill Street, SE**, from the  
"Low Density Residential" and "Industrial" Land Use  
Designations to the "Mixed-Use" Land Use Designation; and  
for other purposes. **(Public Hearing held 9/11/06) (Held**  
**9/12/06)**  
**NPU-W Council District 1**
- 06-O-1892 (21) An Ordinance by Community Development/Human  
**CDP-06-69** Resources Committee to amend the Land Use Element of the  
City of Atlanta's 2004-2019 Comprehensive Development  
Plan (CDP) so as to re-designate property located at **1249**  
**Allene Avenue, SW**, from the "Industrial" Land Use  
Designation to the "Mixed-Use" Land Use Designation; and  
for other purposes. **((Public Hearing held 9/11/06) (Held**  
**9/12/06)**  
**NPU-X Council District 12**

## H. PAPERS HELD IN COMMITTEE (CONT'D)

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|------------------------------------|--|----------------------------|
| 06-O-1893 (22)<br><b>CDP-06-70</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate property located at <b><u>2459 Barge Road, SW</u></b> , from the "Single Family Residential" Land Use Designation to the "Low Density Commercial" Land Use Designation; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06)</b><br><b>NPU-P</b>                                       | <b>Council District 11</b> |
| 06-O-1894 (23)<br><b>CDP-06-71</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate property located at <b><u>1057 Constitution Road, SE</u></b> , from the "Single Family Residential" Land Use Designation to the "Medium Density Residential" Land Use Designation; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06)</b><br><b>NPU-Z</b>                            | <b>Council District 1</b>  |
| 06-O-1895 (24)<br><b>CDP-06-72</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate properties located at <b><u>578 Rosalia Street and 575 Boulevard, SE</u></b> , from the "Low Density Residential" Land Use Designation to the "High Density Residential" Land Use Designation; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06)</b><br><b>NPU-W</b>                | <b>Council District 5</b>  |
| 06-O-1896 (25)<br><b>CDP-06-73</b> | An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the <u>City of Atlanta's 2004-2019 Comprehensive Development Plan</u> (CDP) so as to re-designate property located at <b><u>1580 Flat Shoals Road, SE</u></b> , from the "Single Family Residential" and "Low Density Commercial" Land Use Designations to the "High Density Residential" Land Use Designation; and for other purposes. <b>(Public Hearing held 9/11/06) (Held 9/12/06)</b><br><b>NPU-W</b> | <b>Council District 5</b>  |

## H. PAPERS HELD IN COMMITTEE (CONT'D)

- 06-O-1897 (26)  
**CDP-06-74**

An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the City of Atlanta's 2004-2019 Comprehensive Development Plan (CDP) so as to re-designate properties located at **1634, 1654 & 1700 Hollywood Road, NW**, from the "Low Density Residential" Land Use Designation to the "Medium Density Residential" Land Use Designation; and for other purposes. **(Public Hearing held 9/11/06) (Held 9/12/06)**  
**NPU-G** **Council District 9**

06-R-2056 (27)

A Resolution by Councilmember Mary Norwood **as amended by Community Development/Human Resources Committee** authorizing the creation of a task force to evaluate and recommend policy and guidelines for view corridors in the City of Atlanta; and for other purposes. **(Held 9/12/06 at the request of the Department)**

06-C-1969 (28)

A Communication by Mayor Shirley Franklin re-appointing **LaChandra Butler** to serve as a member of the Perry-Bolton Neighborhood Advisory Board in the Atlanta Public School Category for the City of Atlanta. This re-appointment is for a term of two (2) years, scheduled to begin on the date of Council confirmation. **(Held 9/12/06 to allow appointee to come to the next Committee meeting)**

06-C-1972 (29)

A Communication by Mayor Shirley Franklin re-appointing **Ola W. Reynolds** to serve as a member of the Perry-Bolton Neighborhood Advisory Board in the NPU-G Category for the City of Atlanta. This re-appointment is for a term of two (2) years, scheduled to begin on the date of Council confirmation. **(Held 9/12/06 to allow appointee to come to the next Committee meeting)**

06-C-1975 (30)

A Communication by Mayor Shirley Franklin re-appointing **David Marvin** to serve as a member of the Westside Tax Allocation District (TAD) Downtown Advisory Board for the City of Atlanta in the Centennial Olympic Park Area (COPA) Category. This re-appointment is for a term of two (2) years, scheduled to begin on the date of Council confirmation. **(Held 9/12/06 to allow appointee to come to the next Committee meeting)**

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**H. PAPERS HELD IN COMMITTEE (CONT'D)**

06-C-1984 (31) A Communication by Mayor Shirley Franklin re-appointing **Tillman Ward** to serve as a member of the Westside Tax Allocation District (TAD) Neighborhood Advisory Board for the City of Atlanta in the Neighborhood Merchant Category. This re-appointment is for a term of two (2) years, scheduled to begin on the date of Council confirmation. **(Held 9/12/06 to allow appointee to come to the next Committee meeting)**

**I. ITEMS NOT ON THE AGENDA**

**J. ADJOURNMENT**

**AN ORDINANCE  
BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

**AN ORDINANCE AMENDING THE 2006 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND SIX HUNDRED SIXTY DOLLARS \$120,660.00 FOR THE PURPOSE OF FUNDING CONTRACT # HP-58, NARNIA HOUSING PROGRAM, FOR SEVEN NEW GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FUNDED SHELTER CARE UNITS FOR HIV+ HOMELESS PERSONS IN CARTERSVILLE, GEORGIA; AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT WITH THE AIDS ALLIANCE OF NORTHWEST GEORGIA, INC. FOR THE IMPLEMENTATION OF THE NARNIA HOUSING PROGRAM; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Metropolitan Atlanta HIV/AIDS Housing Needs Assessment conducted by Emory University, identified the need to increase the number of supportive housing units available for HIV+ persons who are homeless in underserved areas of metropolitan Atlanta; and

**WHEREAS**, AIDS Alliance of Northwest GA Inc. applied for funding in the 2006 Housing Opportunities for People With Aids ("HOPWA") program, and allocation of funds to the project was deferred until the Georgia Department of Community Affairs ("DCA") funding decisions for HUD's Shelter Plus Care Program were final; and

**WHEREAS**, after DCA's decisions for HUD's Shelter Plus Care Program were finalized, AIDS Alliance of Northwest GA, Inc. in Cartersville, Georgia, received a 5-year grant from DCA for 7 new housing units for the Narnia Housing Program; and

**WHEREAS**, the Cartersville project is located in Atlanta Eligible Metropolitan Area as defined by HUD, and HOPWA funds are needed to fund support services for the new project; and

**WHEREAS**, the City of Atlanta wishes to support the expansion of housing units available for homeless people living with HIV/AIDS in underserved areas of metropolitan Atlanta by providing funding to support the implementation of this project in the amount of One Hundred Twenty Thousand Six Hundred Sixty Dollars (\$120,660.00) for a period of two years; and

**WHEREAS**, the City of Atlanta wishes to approve and implement this activity to increase the number of affordable housing units for homeless persons living with HIV/AIDS.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:**

**Section 1:** That the 2006 HOPWA Program be and is amended hereby by adding the project "Narnia Housing Program" in the amount \$120,660.00.

**Section 2:** That the 2006 (Intergovernmental Grant) Fund Budget be and is amended hereby as follows:

**REDUCE FROM ANTICIPATIONS**

1B02 J13X0203BMP0 631101	2006 HOPWA Program-Reserve for Appropriations Federal Grants/Entitlements	\$ <u>120,660.00</u>
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**ADD TO ANTICIPATIONS**

1B02 D25P1102BMP0 631101	2006 HOPWA Program-Narnia Housing Program, HP-58 Federal Grants/Entitlements	\$ <u>120,660.00</u>
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**Section 3:** That the 2006 (Intergovernmental Grant) Fund Budget be and is amended hereby as follows:

**TRANSFER FROM APPROPRIATIONS**

1B02 J13X0203BMP0 79****	2006 HOPWA Program-Reserve for Appropriations Reserve for Appropriations	\$ <u>120,660.00</u>
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**TRANSFER TO APPROPRIATIONS**

1B02 D25P1102BMP0 72****	2006 HOPWA Program-Narnia Housing Program, HP-58 Other Operating Expenses	\$ <u>120,660.00</u>
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**Section 4:** That the Mayor be and is authorized hereby to enter into a contractual agreement with AIDS Alliance of Northwest GA, Inc. for the Narnia Housing Program in an amount not to exceed One Hundred Twenty Thousand Six Hundred Sixty Dollars (\$120,660.00) to be charged to and paid from 1B02 529002 D25P1102BMP0.

**Section 5:** That the City Attorney be and is hereby directed to prepare the appropriate contractual agreement for execution by the Mayor.

**Section 6:** That said contractual agreement shall not become binding upon the City, and the City shall incur no liability upon the same until such contract is approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the contracting parties.

**Section 7:** That the Mayor or her designee be and is hereby authorized to submit to the U.S. Department of Housing and Urban Development an amendment to the City's 2006 Annual Action Plan of the 2005-2009 Consolidated Plan.

**Section 8:** That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Simone D. Brathwaite 

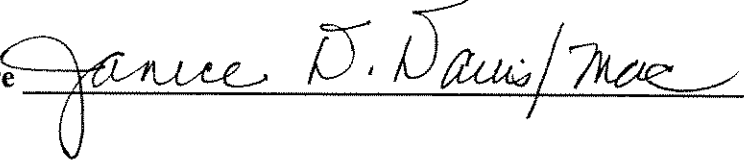
Contact Number: x 6310

Originating Department: Department of Finance 

Committee(s) of Purview: Community Development/ Human Resources

Council Deadline: September 11, 2006

Committee Meeting Date(s): September 26-27, 2006 Full Council Date: October 2, 2006


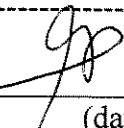
Commissioner Signature  Janice D. Davis/Mae

**CAPTION**

AN ORDINANCE AMENDING THE 2006 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND SIX HUNDRED SIXTY DOLLARS \$120,660.00 FOR THE PURPOSE OF FUNDING CONTRACT # HP-58, NARNIA HOUSING PROGRAM, FOR SEVEN NEW GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FUNDED SHELTER CARE UNITS FOR HIV+ HOMELESS PERSONS IN CARTERSVILLE, GEORGIA; AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT WITH THE AIDS ALLIANCE OF NORTHWEST GEORGIA, INC. FOR THE IMPLEMENTATION OF THE NARNIA HOUSING PROGRAM; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: \$120,660.00

Mayor's Staff Only

Received by Mayor's Office: 9.14.06  (date) Reviewed by:  (date)

Submitted to Council: 9/15/06 (date)

**AN ORDINANCE BY  
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

**AN ORDINANCE TO AMEND THE 2006 (TRUST FUND) BUDGET BY TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) TO FUND THE "OWNER OCCUPIED HOUSING REHAB" PROJECT TO BE IMPLEMENTED BY THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") is experiencing increased growth and redevelopment opportunities in in-town neighborhoods and seeks to preserve the existing housing stock and provide rehabilitation assistance for properties occupied by elderly, disabled and low income homeowners; and

**WHEREAS**, the City receives Community Development Block Grant ("CDBG") and HOME Investment Partnership funds to provide loans and grants to low and moderate income homeowners to bring their homes up to the Housing Quality Standards ("HQS"); and

**WHEREAS**, the Department of Planning and Community Development, Bureau of Housing, has determined that properties under the "Owner Occupied Housing Rehab" program required additional repairs after the warranty periods have expired, and as a result the City must secure the services of an independent inspector to evaluate and recommend the repairs needed to bring the properties up to HQS; and

**WHEREAS**, the City's Urban Development Action Grant ("UDAG") program repayments have been identified as a suitable funding source to cover the costs associated with inspection and repair of these properties; and

**WHEREAS**, past uses of the UDAG repayments have been used to support economic development activities in areas experiencing high unemployment, disinvestment, and disaster relief; and

**WHEREAS**, the Budget Commission of the City of Atlanta, Georgia recommends increasing the estimated receipts in the Trust Fund by \$100,000.00.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS  
as follows:**

**Section 1.** That the 2006 (Trust fund) Budget, be and is amended hereby as follows:

**TRANSFER FROM APPROPRIATIONS**

3P02	Y12Q0275A690	UDAG REPAYMENTS 1999 forward	
	7*****	APPROPRIATIONS	\$100,000.00

**TRANSFER TO APPROPRIATIONS**

3P02	Y46P0907A690	2006 OWNER-OCCUPIED HOUSING REHAB	
	729002	APPROPRIATIONS	\$100,000.00



**Section 2.** The Department of Planning and Community Development is authorized to establish the Owner-Occupied Housing Rehab account for an amount not to exceed \$100,000.00.

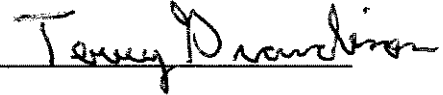
**Section 3.** All ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): TERRY GRANDISON



Contact

Number: 6946

Originating Department: Planning & Community Development –Bureau of Housing

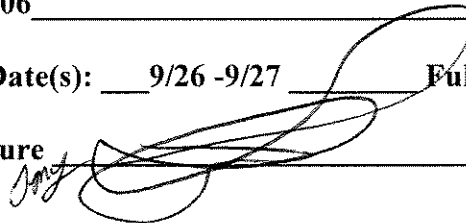
Committee(s) of Purview: Community Development and Human Resources

Council

Deadline: 9/11/06

Committee Meeting Date(s): 9/26 -9/27 Full Council Date: 10/2/06

Commissioner Signature



CAPTION

AN ORDINANCE TO AMEND THE 2006 (TRUST FUND) BUDGET BY TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) TO FUND THE "OWNER OCCUPIED HOUSING REHAB" PROJECT TO BE IMPLEMENTED BY THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

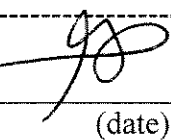
FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by Mayor's Office:

9.11.06  
(date)

Reviewed by:

  
(date)

Submitted to Council:

9/15/06  
(date)

**CITY COUNCIL  
ATLANTA, GEORGIA**

**06-O-2065**

**AN ORDINANCE BY  
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

**AN ORDINANCE AMENDING THE 2006 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF TWO HUNDRED SEVENTY THREE THOUSAND SIX HUNDRED DOLLARS (\$273,600.00) TO INCREASE THE BUDGET AMOUNT AUTHORIZED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") FOR THE CITY OF ATLANTA'S SECTION 8 MODERATE REHABILITATION PROGRAM (GA269MR0002); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta's ("City") Section 8 Moderate Rehabilitation Program is a rental subsidy program that benefits very low-income families and individuals; and

**WHEREAS**, the City administered this program and awarded a fifteen (15) year Housing Assistance Payment (HAP) contract to Verona Partners, LLP (GA269MR0002), which has a total of 38 units under the Section 8 Moderate Rehabilitation Program; and

**WHEREAS**, the original HAP contract will expire on October 22, 2006 and HUD has approved a contract extension to renew the Fiscal Year 2006/2007 contract for this property through October 2007; and

**WHEREAS**, HUD has recently given the City approval to renew this HAP contract through October 2007 for a total budget authority of two hundred seventy three thousand six hundred dollars (\$273,600.00), which is comprised Housing Assistance Payments to the property owners in the amount of \$227,845.00, utility allowances to the residents in the amount of \$20,000.00, and administrative program costs in the amount of \$25,755.00; and

**WHEREAS**, the Budget Commission of the City of Atlanta has recommended increasing estimated receipts in the 2006 (Intergovernmental Grant Fund) Budget by \$273,600.00.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:**

**Section 1:** That the 2006 (Intergovernmental Grant Fund) Budget Department of Planning and Community Development be and is hereby amended as follows:

**ADD TO ANTICIPATIONS**

1B02 J53X0210BBB0	HUD Section 8 Annual Contributions Contract Number GA269MR0002
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631101	Federal Grant Entitlements	\$273,600.00
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**ADD TO APPROPRIATIONS**

1B02 Y46P0215BBB0

HUD Section 8 Annual Contributions Contract Number  
GA269MR0002

71****	Personnel Expense	\$ 25,755.00
729002	Service Grants	<u>\$247,845.00</u>
	<b>TOTAL</b>	<b>\$273,600.00</b>

**Section 2:** That the Department of Planning and Community Development, Bureau of Housing is hereby authorized to continue to implement the Section 8 Moderate Rehabilitation Program during the interim period and provide HAP payments for the 38 assisted units.

**Section 3:** That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): TERRY GRANDISON

*Terry Grandison*

Contact

Number: 6946

Originating Department: Planning & Community Development - Bureau of Housing

Committee(s) of Purview: Community Development and Human Resources

Council

Deadline: 9/11/06

Committee Meeting Date(s): 9/26 - 9/27

Full Council Date: 10/2/06

Commissioner Signature

*[Signature]*

CAPTION

AN ORDINANCE AMENDING THE 2006 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUND TO INCREASE THE BUDGET AMOUNT AUTHORIZED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") FOR THE CITY OF ATLANTA'S SECTION 8 MODERATE REHABILITATION PROGRAM (GA269MR0002); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by Mayor's Office:

9.11.06 *[Signature]*  
(date)

Reviewed by:

*[Signature]*  
(date)

Submitted to Council:

9/14/06  
(date)

06-O-2066

**AN ORDINANCE BY  
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

**AN ORDINANCE AMENDING THE 2006 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF THREE HUNDRED NINETY NINE THOUSAND NINE HUNDRED DOLLARS (\$399,900.00) TO INCREASE THE BUDGET AMOUNT AUTHORIZED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE CITY OF ATLANTA'S SECTION 8 MODERATE REHABILITATION PROGRAM (GA269SR0006); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta's ("City") Section 8 Moderate Rehabilitation Program is a rental subsidy program that benefits very low-income families and individuals; and

**WHEREAS**, the City administered said program and awarded a ten (10) year Housing Assistance Payment ("HAP") contract to the Urban Residential Development Corporation (GA269SR0006) for the Santa Fe Villas property, located at 2370 Metropolitan Parkway S.W., to house 100 homeless individuals, under the Section 8 Moderate Rehabilitation Program; and

**WHEREAS**, a total of 69 units expired in January and February 2006, and HUD recently approved a contract extension to cover the cost associated with the Fiscal Year 2006/2007 for a total budget authority of three hundred ninety-nine thousand nine hundred (\$399,900.00), which is comprised of HAP payments to the property owners in the amount of \$353,135.00, and administrative program costs in the amount of \$46,765.00; and

**WHEREAS**, the Budget Commission of the City of Atlanta has recommended increasing estimated receipts in the 2006 (Intergovernmental Grant Fund) Budget by \$399,900.00.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:**

**Section 1:** That the 2006 (Intergovernmental Grant Fund) Budget Department of Planning and Community Development be and is hereby amended as follows:

**ADD TO ANTICIPATIONS**

1B02 J53X0210BBB0

HUD Section 8 Annual Contributions Contract Number  
GA269SR0006

631101

Federal Grant Entitlements

\$399,900.00

**ADD TO APPROPRIATIONS**

1B02 Y46P0215BBB0

HUD Section 8 Annual Contributions Contract Numbers  
GA269SR0006

71****	Personnel Expense	\$ 43,000.00
72****	Operating Expense	3,765.00
729002	Service Grants	<u>353,135.00</u>
	<b>TOTAL</b>	<b>\$399,900.00</b>

**Section 2:** That the Department of Planning and Community Development, Bureau of Housing is hereby authorized to continue to implement the Section 8 Moderate Rehabilitation Program during the interim period and provide HAP payments for the 69 assisted units.

**Section 3:** That all ordinances and parts of ordinances in conflict herewith are waived to the extent of the conflict.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): TERRY GRANDISON 

Contact

Number: 6946

Originating Department: Planning & Community Development - Bureau of Housing

Committee(s) of Purview: Community Development and Human Resources

Council

Deadline: 9/11/06

Committee Meeting Date(s): 9/26 -9/27 Full Council Date: 10/2/06


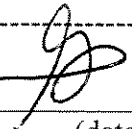
Commissioner Signature 

CAPTION

AN ORDINANCE AMENDING THE 2006 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS FUND TO INCREASE THE BUDGET AMOUNT AUTHORIZED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE CITY OF ATLANTA'S SECTION 8 MODERATE REHABILITATION PROGRAM (GA269SR0006); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by Mayor's Office: 9.11.06  Reviewed by:   
(date) (date)

Submitted to Council: 9/15/06  
(date)



AN ORDINANCE



06-○-1935

BY COUNCILMEMBER CARLA SMITH

**AUTHORIZING THE MAYOR OR HER  
DESIGNEE TO RENAME THE SOUTH  
ATLANTA PARK TO LUCIUS D.  
SIMON SR. MEMORIAL PARK; AND  
FOR OTHER PURPOSES.**

**WHEREAS**, the South Atlanta Civic League has requested that the council member of District 1 assist them in honoring Lucius D. Simon, Sr. by renaming The South Atlanta Park after him; and

**WHEREAS**, Mr. Simon was a dedicated leader in this community for some 70 years and was a very powerful civic leader and the organizer of the South Atlanta Civic League in 1953; and

**WHEREAS**, Mr. Simon was instrumental in getting streets in the community paved, as well as gas and electrical service, he served on the Citizens Review Board; and

**WHEREAS**, the South Atlanta Civic League, the family of Lucius D. Simon, Sr. and NPU-Y are in favor of this name change taking place; and

**WHEREAS**, the South Atlanta community feels that this is a fitting tribute to his tireless efforts for the betterment of the citizens of South Atlanta

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**SECTION 1** That the Mayor or her designee is hereby authorized to rename the South Atlanta Park to the Lucius D. Simon, Sr. Memorial Park.

**SECTION 2** This name change shall be effective upon approval by the Mayor.

**SECTION 3** The appropriate City agencies, including but not limited to the Department of Parks, Recreation and Cultural Affairs are hereby authorized to take such steps as necessary to comply with having the signage displayed in the referenced area changed.

**SECTION 4:** That all ordinances and parts of ordinances in conflict herewith be hereby repealed.

**THE SOUTH ATLANTA CIVIC LEAGUE****SERVING THE COMMUNITY: SOUTH ATLANTA***"Where the good of the many outweighs the desires of the few"*

P. O. BOX 150726

ATLANTA, GEORGIA 30315

Nellie Gwynn-Springs, President 404/523-4382 / fax same

Email: njsprings@bellsouth.net

August 21, 2006

Honorable Councilmember Carla Smith, District 1  
55 Trinity Street  
City Hall, 2<sup>nd</sup> Floor  
Atlanta, Georgia 30335

Dear Councilmember,

On behalf of the South Atlanta Civic League, the family of Lucious D. Simon Sr., the community South Atlanta and the NPU-Y area, I am requesting the name change of the South Atlanta Park to The Lucious D. Simon Sr. Memorial Park. The South Atlanta Park is located on Gammon Avenue SE next to the recently renovated "New Schools at Carver".

The SACL and the community will host its reunion on Saturday, September 23, 2006. At this time, we would like to have the renaming ceremony as the key part of the activities. The community has embarked on Fundraising activities to place a marker in the park at a later time. We are asking that this request be recognized and passed, via your leadership, by the Atlanta City Council.

Thank you for all you do in the communities.

On behalf of the South Atlanta Civic League,

I Am



Nellie Gwynn-Springs  
President, SACL

**NPU Y**

1411 Eric Street  
Atlanta, GA 30315

**RE: Renaming South Atlanta Park to Lucious D. Simon Park**

Dear Sir:

On Monday, July 17, 2006, NPU Y meet at the John Birdine Center starting at 7:00PM. At the request of the South Atlanta community, NPU Y unanimously voted to support the the renaming of South Atlanta Park to the Lucious D. Simon Park.

Please feel free to contact me at anytime if any more information is needed from me on this subject.

Sincerely,

*Paul C. McMurray*

Paul C. McMurray, NPU Y Chairperson

H: 404-627-8271/pcm5@comcast.net

W: 404-639-7244/pzm5@cdc.gov

Cell: 404-993-2293

ATLANTA

## L.D. Simon, 86, civic league founder, activist

By KAY POWELL  
kpowell@ajc.com

L.D. Simon could get judges elected and streets paved.

A south Atlanta resident since 1932, Mr. Simon organized the South Atlanta Civic League in 1953 and was its president for the next 41 years.

"It was a powerful civic league," said Charles Carnes of Atlanta, senior judge of the State Court of Fulton County. "I've told many people I wouldn't be judge today if it weren't for L.D. Simon."

"He not only had influence in getting folks elected, he had influence at City Hall," said the judge.

The funeral for Lucius Douglas Simon Sr., 86, of Atlanta is noon today at Mount Pleasant Baptist Church on Meldon Avenue. He died of complications from Alzheimer's disease Tuesday at Ashton Woods Rehabilitation Center. Goolsby Mortuary is in charge of arrangements.

South Atlanta, a neighborhood of Victorian cottages and infill houses just north of Lakewood Fairgrounds, once was the city's elite black neighborhood. Its roots extend to the 1880s when the school that became Clark Atlanta University bought about 400 acres there. Gammon Theological Seminary was nearby.

The neighbors were highly educated and down-to-earth people, said Addie Hathaway of Atlanta, Mr. Simon's daughter.

Mr. Simon, who moved to south Atlanta from Eatonton as a child and had lived in the same house since 1940, helped get south Atlanta streets



L.D. Simon receives a community service award from the city of Atlanta in 1986. He also was honored by the King Center in 1988 for work in his south Atlanta neighborhood.

paved and gas and electrical service, she said. He wanted to keep his neighborhood vibrant.

When the area was threatened with expansive public housing, residents formed the civic league to fight it successfully, she said. The league then moved into voter registration, effecting peaceful integration and political activism in endorsing candidates.

Mr. Simon, a Pitney Bowes clerk until his 1981 retirement, had residents calling others in the neighborhood telling them which candidate to vote for. He also sent out cards endorsing candidates, said Judge Carnes.

"I got 99 percent of the vote in his community. No one who ran for anything

involving his district didn't go to him. He could get you other leaders' support because they trusted him," the judge said.

He relaxed by playing checkers with his buddies at Webb's Barber Shop on Jonesboro Road, said his daughter.

In the wider community, he was honored by many organizations for his neighborhood activism, for helping Atlanta to integrate and for his service on the Citizens Review Board to investigate police abuse.

Survivors include his wife, Hattie E. Simon; another daughter, Carolyn Parker of Lithonia; two sons, Lucius Douglas Simon Jr. and Edward L. Simon, both of Atlanta; 14 grandchildren and 26 great-grandchildren.

BY COUNCIL MEMBER JIM MADDOX

**AUTHORIZING THE MAYOR TO ENTER INTO  
A CONSERVATION EASEMENT BETWEEN  
THE CITY OF ATLANTA AND COVENTRY  
STATION PARTNERS, LLC FOR THE  
PROTECTION OF TREES; CREATION OF  
OPEN SPACE; AND OTHER PURPOSES**

**WHEREAS**, Coventry Station Partners, LLC (hereinafter the "Developer") has undertaken to develop approximately 104 acres of land in the area of Greenbriar Mall and has been eager to construct a quality mixed-use development, which will be a community asset on its property; and

**WHEREAS**, the Developer is the fee-simple owner of these three separate parcels of real estate in the area more specifically described in Exhibit "A," which is attached hereto and made a part this reference (herein collectively called the "Properties"); and such Properties are also depicted as the shaded areas on the attached Exhibit "B;" and

**WHEREAS**, the Developer is willing to grant and dedicate a perpetual conservation easement over these properties, thereby restricting and limiting the use of the properties, on the terms and conditions and for the purposes set forth within the conservation easement; and

**WHEREAS**, Grantor and Grantee recognize the value of establishing this conservation easement in order to protect natural and open-space values to assure open space use, and protect their natural resource and maintain and enhance adjacent air and water quality and protect trees; and

**WHEREAS**, the Developer will provide funds sufficient to cover the City's costs for due diligence and closing transactions.

**WHEREAS**, the City and the Developer agree that it will be in the best interest of the City to accept this conservation easement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**SECTION 1:** The Mayor is authorized to execute a conservation easement by and between the City of Atlanta and Coventry Station Partners, LLC or its successors in

interest as Grantor. Said conservation easement shall be substantially in the form as attached hereto and incorporated herein by this reference as Exhibit "C."

**SECTION 2:** The City Attorney is authorized to prepare and review all necessary contractual arrangements and the Mayor is authorized to execute all necessary agreements after acceptance of due diligence research and approval by the City Attorney as to form.

**SECTION 3:** Said conservation easement shall not be binding on the City and the City shall not assume any obligations hereunder until executed by the Mayor.

**SECTION 4:** All ordinances and parts of ordinances in conflict herewith this Resolution are hereby repealed to the extent of any such conflict.

After recording return to:  
Sangeetha Rao  
68 Mitchell Street  
Suite 4100  
Atlanta, GA 30335

STATE OF GEORGIA

COUNTY OF FULTON

**DEED OF CONSERVATION EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **COVENTRY STATION PARTNERS, LLC**, a \_\_\_\_\_ ("Grantor"), having an address at \_\_\_\_\_, and the **CITY OF ATLANTA**, Georgia, a municipal corporation ("Grantee").

**W I T N E S S E T H :**

WHEREAS, Grantor is the owner in fee simple of that certain real property (the "Property") located in Fulton County, Georgia, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor has designated a \_\_\_\_-acre parcel, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Easement Area"), located on the Property, to be subject to a conservation easement to preserve and protect the present condition of the Easement Area; and

WHEREAS, the Grantee is authorized to accept conservation easements created pursuant to the provisions of the Georgia Uniform Conservation Easement Act, O.C.G.A. §44-10-1 et seq., as amended from time to time, or any successor provision of law, the purpose of which is to preserve land in its natural scenic landscape or in a forest use; and

WHEREAS, Conservation easements that result in the preservation of wooded lands, or newly created wooded parkland, that are perpetual in duration shall receive a credit of \$20,000.00 per acre, pro rated against recompense fees; and

WHEREAS, areas that are subject to the 75 foot stream buffer mandated by Atlanta City Ordinance §158-32 may not receive tree recompense credits; and

WHEREAS, the Easement Area in its present state has not been subjected to development or other exploitation and possesses significant tree cover and open-space features and ecological issues, such as, air quality and water quality values (collectively, the "Open Space Values"); and

WHEREAS, the preservation of the Easement Area in its present state will clearly enhance the Open Space Values; and

WHEREAS, such easements may be perpetual in duration and may contain such other terms and provisions as the Mayor shall deem appropriate; and

WHEREAS, Open Space Values are documented in an inventory of relevant features of the Easement Area, dated \_\_\_\_\_, \_\_\_\_\_, more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof (collectively, the "Baseline Data"), which consists of \_\_\_\_\_ survey maps, reports, maps, photographs, and other documentation which Grantor and Grantee agree will provide, collectively, an accurate representation of the condition of the Easement Area as of the date hereof, and which is intended to serve as an objective informational baseline for monitoring compliance with the terms of the Indenture; and

WHEREAS, the Open Space Values are of great importance to Grantor, Grantee, the people of the State of Georgia and the general public, and are worthy of preservation and conservation; and

WHEREAS, Grantor also wishes to preserve the Open Space Values by providing for the continuation of only those uses on the Easement Area that have proven historically compatible with the Open Space Values; and

WHEREAS, Grantee is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Grantee is a qualified "holder" within the meaning of O.C.G.A. § 44-10-2(2); and

WHEREAS, Grantor, as owner of the Easement Area, wishes to convey to Grantee a nonpossessory interest in the Easement Area to preserve and protect the Open Space Values of the Easement Area in perpetuity, and Grantee wishes to accept such conveyance from Grantor, in order to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Open Space Values of the Easement Area for the benefit of this generation and generations to come, but only upon the terms and conditions hereinafter set forth; and



WHEREAS, by the Indenture, Grantor and Grantee mutually intend that the Easement Area be preserved in perpetuity in its existing state, thereby furthering the conservation and protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem" (as used in Section 170(h) of the Code), and the preservation of open space for the scenic enjoyment of the general public benefit; and

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at or before the sealing of these presents, the mutual intentions expressed in the foregoing recitals, the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and pursuant to Official Code of Georgia Annotated §§ 44-10-1 et seq., which expressly authorizes the conveyance herein contained, Grantor has freely and voluntarily granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does freely and voluntarily grant, bargain sell, alien, convey and confirm, unto Grantee and its successors and assigns, a perpetual conservation easement. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the recordation of this Indenture shall constitute a "recordation of the acceptance" by Grantee within the meaning of O.C.G.A. § 44-10-3(b). Upon the recordation hereof, Grantee shall be entitled to enforce the Conservation Easement pursuant to O.C.G.A. § 44-10-4.

1. General Purposes. It is the general purpose of the Conservation Easement to assure that the Easement Area will be retained forever in its present natural, scenic, open and undisturbed condition and to prevent any use of the Easement Area that will significantly impair or interfere with the Open Space Values of the Easement Area, as generally defined in the Baseline Data.

2. Rights of Grantee. To accomplish the purpose of the Conservation Easement, the following rights are conveyed to Grantee by this Indenture:

A. To preserve and protect the Open Space Values of the Easement Area.

B. To enter upon the Easement Area at reasonable times and upon reasonable prior notice in order to monitor Grantor's compliance with and otherwise enforce the terms of the Conservation Easement, provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Area.

C. To prevent any activity on, or use of, the Easement Area that is materially inconsistent with the purposes of the Conservation Easement, and to require the restoration of such areas or features of the Easement Area as may be damaged by any such inconsistent activity or use.

3. Prohibited Uses. Any activity on, or use of, the Easement Area materially inconsistent with the purpose of the Conservation Easement is prohibited. The Easement Area shall be maintained in its natural and wild state and restricted from any development with buildings or otherwise, or any use other than as natural fields and forest lands and as a sanctuary for wildlife and wild plants. It is mutually agreed and understood, however, that the Conservation Easement permits Grantor and its successors-in-interest to use the Easement Area

for all purposes, present and future, not inconsistent with the Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- A. The change, disturbance, alteration or impairment of the natural, scenic, agricultural and aesthetic features of the Easement Area, except as expressly provided herein.
- B. Any residential, commercial or industrial use of, or activity on, the Easement Area.
- C. The construction or maintenance on the Easement Area of any buildings, structures or other improvements, other than requisite fencing and as otherwise expressly permitted herein.
- D. The exploration for, or the extraction of, oil, gas or other minerals, hydrocarbons, soils or other materials on or below the surface of the Easement Area.
- E. The dumping or other disposal of trash, garbage or other refuse of any nature whatsoever on the Easement Area.
- F. Any use or activity, such as excavation, landfilling, dredging or mining, that causes or presents a risk of causing soil erosion.
- G. The cutting of merchantable timber, except as necessary to maximize wildlife production, to control or prevent imminent hazard, disease or fire, or except the appropriate thinning of such timber as is consistent with sound forestry management practices, based upon a forestry management plan prepared by a certified forester and submitted to Grantee for approval at least thirty (30) days prior to the initiation of any cutting or thinning, which approval shall not be unreasonably withheld.
- H. The construction, maintenance, or erection of any sign or billboards on the Easement Area, except for the posting of no-hunting and no-trespassing signs.
- I. The construction or extension of utility systems.

4. Reserved Rights. Grantor reserves to itself and its personal representatives, heirs, executors, administrators, successors and assigns the rights of entry and use and all other rights accruing from its and their ownership of the Easement Area not inconsistent with the purposes of the Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- A. The right to take action necessary to prevent erosion on the Easement Area or to protect public health or safety.
- B. The right to lease or to give, sell, assign or otherwise transfer the Easement Area or any portion thereof by operation of law or by deed, in each case subject and subordinate to this Indenture.

C. The right to engage in limited game and timber maintenance and management, including burning, mowing and chopping of the understory vegetation and appropriate timber thinning consistent with sound game and wildlife management and forestry management practices, based upon the forestry management plan referred to in Paragraph 3.G. above.

D. Except as expressly provided herein, Grantor retains exclusive access to and use of the Easement Area.

E. Except as limited in this Indenture, Grantor reserves all rights as fee owner of the Easement Area, including, without limitation, the right to use the Easement Area for all purposes not inconsistent herewith; provided, however, that Grantor shall notify Grantee in writing, and Grantee shall have the right of consent, in each case as more particularly provided in Paragraph 6 below, prior to the exercise of any reserved right hereunder if the exercise thereof may reasonably be expected to have an adverse impact on the conservation purposes of this Indenture; and provided further, that Grantor hereby acknowledges that, pursuant to O.C.G.A. § 44-10-4(b), Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Easement Area.

[NOTE: Other issues to be considered are access to Easement Area; new roads/road widenings; new utilities.]

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Indenture or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, when the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Indenture, to restore the portion of the Easement Area injured. If Grantor fails to cure such violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fail to begin curing such violation within the thirty (30)-day period, or fail to continue diligently such cure thereafter until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Indenture, including, without limitation, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Easement Area to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Open Space Values of the Easement Area, Grantee may pursue its remedies under this Paragraph 5 upon written notice to Grantor, but without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Indenture, and Grantor agrees that Grantee shall be entitled to the injunctive relief described above in Paragraph 5, both prohibitive and mandatory, in addition to the other remedies provided for herein, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all other remedies now or hereafter existing at law or in equity, subject always, however, to any obligation upon Grantee to give notice or an opportunity to cure, or both, pursuant hereto.

5.1 Grantee's Discretion. Enforcement of the terms of this Indenture shall be at the discretion of Grantee, and any forbearance by Grantee in the exercise of its rights under this Indenture in the event of any breach of any term hereof by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Indenture or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.2 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.3 Acts Beyond Grantor's Control. Nothing contained in this Indenture shall be construed to entitle Grantee to bring any action against Grantor or to suggest that Grantor would have any liability for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire flood, storm, earth movement, other acts of God, natural or man-made disasters, unauthorized acts of third parties or other damage beyond Grantor's control, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking any activity of the nature contemplated by the proviso contained in Paragraph 4.E. above is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in the manner consistent with the purposes of this Indenture. Whenever such notice is required, Grantor shall notify Grantee, in writing, not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Indenture.

6.1 Grantee's Approval. Grantee shall grant or withhold its approval, in writing, within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon reasonable determination by Grantee that the action, as proposed, would be inconsistent with the purposes of this Indenture.

6.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purposes of this Indenture, and Grantor agrees not to proceed with the use or the activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made, in writing, upon the other. Within thirty (30) days of the receipt of such a request by the receiving party, the parties shall endeavor to select a single arbitrator to hear the matter.

If the parties are unable to agree on the selection of a single arbitrator within such thirty-(30) day period for any reason whatsoever, then each party shall, within five (5) days thereafter, name one (1) arbitrator, and the two (2) arbitrators thus selected shall select a third arbitrator within ten (10) days after the date of the appointment of the second arbitrator; provided, however, that if either party fails to select an arbitrator, or if the two (2) arbitrators selected by

the parties fail to select the third arbitrator within ten (10) days after the appointment of the second arbitrator, then, in each such instance, either party may apply to the Superior Court in and for Fulton County, Georgia for the appointment of the second or third arbitrator, or both, as the case may be.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Easement Area, including, without limitation, the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Easement Area free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

7.1 Hold Harmless. Grantor agrees to indemnify and hold harmless Grantee and its elected officials, officers, agents, employees, authorized representatives, successors, and assigns officers, directors, employees and agents against all claims for damage or destruction of Easement Area or death or injury to persons arising from the negligent acts of Grantor and its employees and agents and shall insofar as is possible, after a good-faith effort by Grantor, name Grantee as an additional insured on Grantor's liability policy. any intentional bad act or omission or negligent act or omission, whether active or passive, of Trees Atlanta, its officers, employees, agents, subcontractors, subconsultants, volunteers, or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

7.2 Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Easement Area by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Indenture, and shall furnish Grantee with satisfactory evidence of payment upon request; provided, however, that to the extent that the granting of the Conservation Easement shall entitle Grantor to a revaluation or other tax relief as contemplated by O.C.G.A. § 44-10-8, Grantee agrees to cooperate fully and promptly with Grantor in securing the benefits of the same; provided, further, that Grantor shall have no liability for the payment of taxes, if any, levied upon or assessed against the Conservation Easement.

8. Extinguishment. If circumstances arise in the future such as to render the purpose of this Indenture impossible to accomplish, the Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. § 44-10-4(c). The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Easement Area (including, without limitation, that pursuant to paragraph 8.2 below), contemporaneously with or subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by applicable law at the time, in accordance with Paragraph 8.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Indenture.

[8.1 Proceeds. The Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of this Paragraph 8, the parties stipulate to have a current fair market value equal to the value used to calculate the deduction for Federal income tax purposes allowable by reason of the grant of the Conservation Easement by Grantor,

pursuant to Section 170(h) of the Code, of \$ \_\_\_\_\_[, according to [insert reference to appraisal or other source of valuation]].

The remaining current fair market value of the Easement Area, separate from but after being encumbered by the Conservation Easement, is \$ \_\_\_\_\_[,according to [insert reference to appraisal or other source of valuation]]. For the purpose of this Paragraph 8.1, the ratio of the value of the Conservation Easement to the value of the Easement Area retained by Grantor shall remain constant.]

8.2 Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain (it being understood that any such exercise with respect to the Conservation Easement shall be with the express written consent of both Grantor and Grantee, in derogation of O.C.G.A. § 44-10-3(a)), Grantee shall be entitled to compensation in accordance with applicable law and this Paragraph 8, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

9. Assignment. The Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Indenture only to an organization that is a "qualified organization" at the time of transfer under Section 170(h) of the Code or a Federal, state or local governmental agency or other entity, and the applicable regulations promulgated thereunder, and also authorized to acquire, hold and enforce conservation easements under O.C.G.A. §§ 44-10-2, 44-10-3 and 44-10-4. As a condition precedent to any such transfer, Grantee and its successors and assigns shall require a specific written assumption of and agreement to be bound by this Indenture from each transferee hereunder, which assumption shall state that the purposes that the Conservation Easement is intended to advance shall continue to be carried out by such transferee. A copy of each such assumption shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors or assigns of Grantor.

10. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph 10):

To Grantee:  
Attention:

With a copy to:

Attention:

To Grantor:

Attention:

With a copy to:

Attention:

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, if personally served or if delivered by nationally recognized, overnight courier service, or on the date indicated on the return receipt, if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

11. General Provisions.

A. Controlling Law. The interpretation and performance of the Indenture shall be governed by and construed in accordance with the laws of the State of Georgia.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Indenture shall be liberally construed in favor of Grantee to effectuate the purposes hereof and the policy and purposes of O.C.G.A. §§ 44-10-1 et seq. If any provision of this Indenture is found to be ambiguous, an interpretation consistent with the purposes of this Indenture that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Indenture, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Indenture or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This Indenture sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings, and agreements relating thereto, all of which are merged herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors and Assigns; Covenants, Etc. Run With Land. The covenants, terms, conditions and restrictions of this Indenture shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Easement Area in perpetuity and enforceable against Grantor and all present and future owners, tenants and other holders of any interest in the Easement Area. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with Paragraph 9 above. The terms "Grantor" and "Grantee", when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors and assigns.

G. Termination of Rights and Obligations. Each party's rights and obligations under this Indenture shall terminate upon the transfer of such party's interest in this Indenture

pursuant to Paragraph 9 above or the Easement Area, as the case may be, except that liability for the acts or omissions occurring prior to such transfer shall expressly survive such transfer.

H. Captions. The captions in this Indenture have been inserted solely for convenience of reference, are not a part of this Indenture and shall have no effect upon construction or interpretation.

I. Grantor's Successors-In-Title. Grantor agrees that any conveyance of the Easement Area by Grantor will be made expressly subject to the terms, conditions, restrictions and purposes of this Indenture and the same shall be inserted by Grantor in, or incorporated by reference in, any subsequent deed or other legal instrument by which Grantor divests itself of fee simple or any other interest in the Easement Area or any portion thereof, and Grantor hereby agrees to notify Grantee or its successors or assigns of any such conveyance.

J. Grantor's Representations and Warranties. Grantor hereby represents and warrants that it is seized of the Easement Area in fee simple and has good right to grant and convey the Conservation Easement, that the Easement Area is free and clear of any and all encumbrances, and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of the Conservation Easement.

K. Recordation. Grantor and Grantee agree that this Indenture shall be promptly recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia at Grantor's sole cost and expense.

12. Baseline Data. Grantee acknowledges by its acceptance of the Conservation Easement, that Grantor's historic and present uses of the Easement Area are compatible with the purposes of the Conservation Easement. In order to establish a present condition of the Open Space Values so as to be able to properly monitor future uses of the Easement Area and assure compliance with the terms hereof, Grantee has prepared or caused to be prepared the Baseline Data. The Baseline Data shall be used to assist in establishing the condition of the Easement Area as of the date of this Indenture. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Easement Area subject to the Conservation Easement as of the date hereof, the parties may look beyond the Baseline Data, if necessary, to other relevant or material documents, surveys, reports and other evidence showing conditions at the time of execution of this Indenture to assist in the resolution of the controversy.

TO HAVE AND TO HOLD the Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to only proper use, benefit and behoof of Grantee forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon Grantor but also its personal representatives, heirs, executors, administrators, successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Easement Area.

IN WITNESS WHEREOF, each of Grantor and Grantee has caused its hand and seal to be hereunto affixed by its duly authorized signatory as of the day and year first above written.



[SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in the presence  
of:

**GRANTOR:**

Unofficial Witness

By:

Name: \_\_\_\_\_

Its:

Notary Public

[NOTARIAL SEAL]

Attest:

Name: \_\_\_\_\_

Its:

My Commission Expires:

[CORPORATE SEAL]

Signed, sealed and delivered in the presence  
of:

**GRANTEE:**

Unofficial Witness

By:

Name: \_\_\_\_\_

Its:

Notary Public

[NOTARIAL SEAL]

Attest:

Name: \_\_\_\_\_

Its:

My Commission Expires:

[CORPORATE SEAL]

## EXHIBIT A

### Tract 1 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 252 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the northerly right-of-way of Greenbriar Parkway (70' R/W); thence along the northerly right-of-way of Greenbriar Parkway North 89 degrees 25 minutes 23 seconds East a distance of 598.28 feet to a point; thence North 83 degrees 22 minutes 42 seconds East a chord distance of 79.46 feet to a point; said point being the POINT OF BEGINNING; thence continuing along said right-of-way North 54 degrees 50 minutes 41 seconds East a chord distance of 288.61 feet to a point; thence North 35 degrees 04 minutes 06 seconds East a chord distance of 55.55 feet to a point; thence leaving said right-of-way, North 00 degrees 11 minutes 22 seconds East a distance of 219.23 feet to a point; Thence North 29 degrees 18 minutes 50 seconds West a distance of 78.11 feet to a point; Thence North 79 degrees 19 minutes 44 seconds East a distance of 22.27 feet to a point; Thence North 02 degrees 52 minutes 02 seconds West a distance of 181.68 feet to a point; Thence North 05 degrees 49 minutes 13 seconds West a distance of 328.42 feet to a point; Thence North 19 degrees 51 minutes 42 seconds West a distance of 316.58 feet to a point; Thence North 14 degrees 08 minutes 24 seconds East a distance of 364.92 feet to a point; Thence North 26 degrees 05 minutes 54 seconds West a distance of 664.31 feet to a point; Thence South 87 degrees 27 minutes 27 seconds West a distance of 303.21 feet to an iron pin; Thence along boundary line adjacent to Sheetz Associates, Incorporated, South 01 degrees 38 minutes 20 seconds East a distance of 391.39 feet to an iron pin; Thence continuing along the boundary line North 88 degrees 58 minutes 21 seconds East a distance of 260.59 feet to an iron pin; Thence South 00 degrees 05 minutes 55 seconds East a distance of 1679.10 feet to an iron pin; Thence leaving said boundary, South 88 degrees 32 minutes 51 seconds East a distance of 135.00 feet to a point; Thence South 01 degrees 27 minutes 09 seconds West a distance of 181.44 feet to a point on the northerly right-of-way of Greenbriar Parkway, said point being the POINT OF BEGINNING.

Said Easement containing 16.93 acres, more or less.

## **EXHIBIT A**

### Tract 2 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 252 and 253 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the southerly right-of-way of Greenbriar Parkway (70' R/W); thence along the southerly right-of-way of Greenbriar Parkway North 89 degrees 25 minutes 23 seconds East a distance of 82.95 feet to a point; said point being the POINT OF BEGINNING; thence leaving said right-of-way South 02 degrees 19 minutes 31 seconds East a distance of 205.98 feet to a point; thence North 84 degrees 42 minutes 04 seconds East a distance of 51.45 feet to a point; thence South 75 degrees 24 minutes 40 seconds East a distance of 327.03 feet to a point; Thence South 39 degrees 15 minutes 20 seconds East a distance of 42.44 feet to a point; Thence South 80 degrees 09 minutes 39 seconds East a distance of 110.25 feet to a point; Thence South 28 degrees 33 minutes 58 seconds East a distance of 53.05 feet to a point; Thence South 42 degrees 35 minutes 06 seconds West a distance of 62.99 feet to a point; Thence South 39 degrees 15 minutes 20 seconds East a distance of 385.75 feet to a point on boundary line adjacent to Virginia Crumbley; Thence following said line, North 87 degrees 36 minutes 38 seconds East a distance of 336.04 feet to a point; Thence leaving boundary, North 42 degrees 40 minutes 10 seconds West a distance of 74.03 feet to a point; Thence North 20 degrees 52 minutes 46 seconds East a distance of 51.68 feet to a point; Thence North 57 degrees 39 minutes 54 seconds West a distance of 143.09 feet to a point; Thence North 00 degrees 25 minutes 56 seconds West a distance of 133.29 feet to a point; Thence South 85 degrees 51 minutes 15 seconds West a distance of 208.63 feet to a point; Thence North 35 degrees 08 minutes 34 seconds West a distance of 192.73 feet to a point; Thence North 00 degrees 02 minutes 58 seconds West a distance of 243.13 feet to a point; Thence North 09 degrees 49 minutes 41 seconds West a distance of 155.94 feet to a point on the southerly right-of-way of Greenbriar Parkway (70' R/W); Thence along said right-of-way South 79 degrees 44 minutes 25 seconds West a chord distance of 150.46 feet to a point; Thence leaving said right-of-way, South 02 degrees 19 minutes 31 seconds East a distance of 124.69 feet to a point, Thence South 88 degrees 03 minutes 17 seconds West a distance of 306.12 feet to a point, Thence North 02 degrees 19 minutes 31 seconds West a distance of 132.00 feet to a point on the southerly right-of-way of Greenbriar Parkway; Thence along said right-of-way South 89 degrees 25 minutes 23 seconds West a distance of 207.85 feet to a point, said point being the POINT OF BEGINNING.

Said Easement containing 7.07 acres, more or less.

## EXHIBIT A

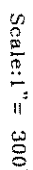
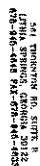
### Tract 3 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 253 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the southerly right-of-way of Greenbriar Parkway (70' R/W); thence along the easterly right-of-way of Barge Road (40' R/W) South 02 degrees 11 minutes 12 seconds East a distance of 497.72 feet to a point; thence along said right-of-way South 02 degrees 25 minutes 53 seconds East a distance of 478.02 feet to an iron pin; thence leaving said right-of-way, North 75 degrees 42 minutes 12 seconds East a distance of 511.50 feet to an iron pin; thence North 87 degrees 36 minutes 38 seconds East a distance of 1356.52 feet to an iron pin on the westerly right-of-way of Interstate 285 (R/W varies); Thence along said right-of-way, South 08 degrees 49 minutes 44 seconds East a chord distance of 148.14 feet to a point, said point being the POINT OF BEGINNING; Thence along said right-of-way South 09 degrees 18 minutes 42 seconds East a chord distance of 49.33 feet to a point; Thence South 09 degrees 28 minutes 22 seconds East a distance of 1238.02 feet to a point at the intersection of the westerly right-of-way of Interstate 285 (R/W varies) and the northerly right-of-way of Hogan Road (30' R/W); Thence along the northerly right-of-way of Hogan Road (30' R/W) South 70 degrees 51 minutes 26 seconds West a distance of 73.77 feet to a point; Thence South 70 degrees 12 minutes 27 seconds West a distance of 158.03 feet to an iron pin on said right-of-way; Thence leaving said right-of-way North 07 degrees 30 minutes 49 seconds West a distance of 1335.89 feet to a point; Thence North 82 degrees 44 minutes 28 seconds East a distance of 182.80 feet to a point on the westerly right-of-way of Interstate 285 (R/W varies), said point being the POINT OF BEGINNING.

Said Easement containing 6.17 acres, more or less.

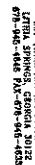
H:COVENTRYSTATIONConservationEasement.doc



## Boundary Survey of Easement Area

TRACI 1

DATED: 01/16/05



L=197.47  
R=11720.19  
S08°56'58"E  
C=197.46  
Chd to East

509°28'22"E

1238.02

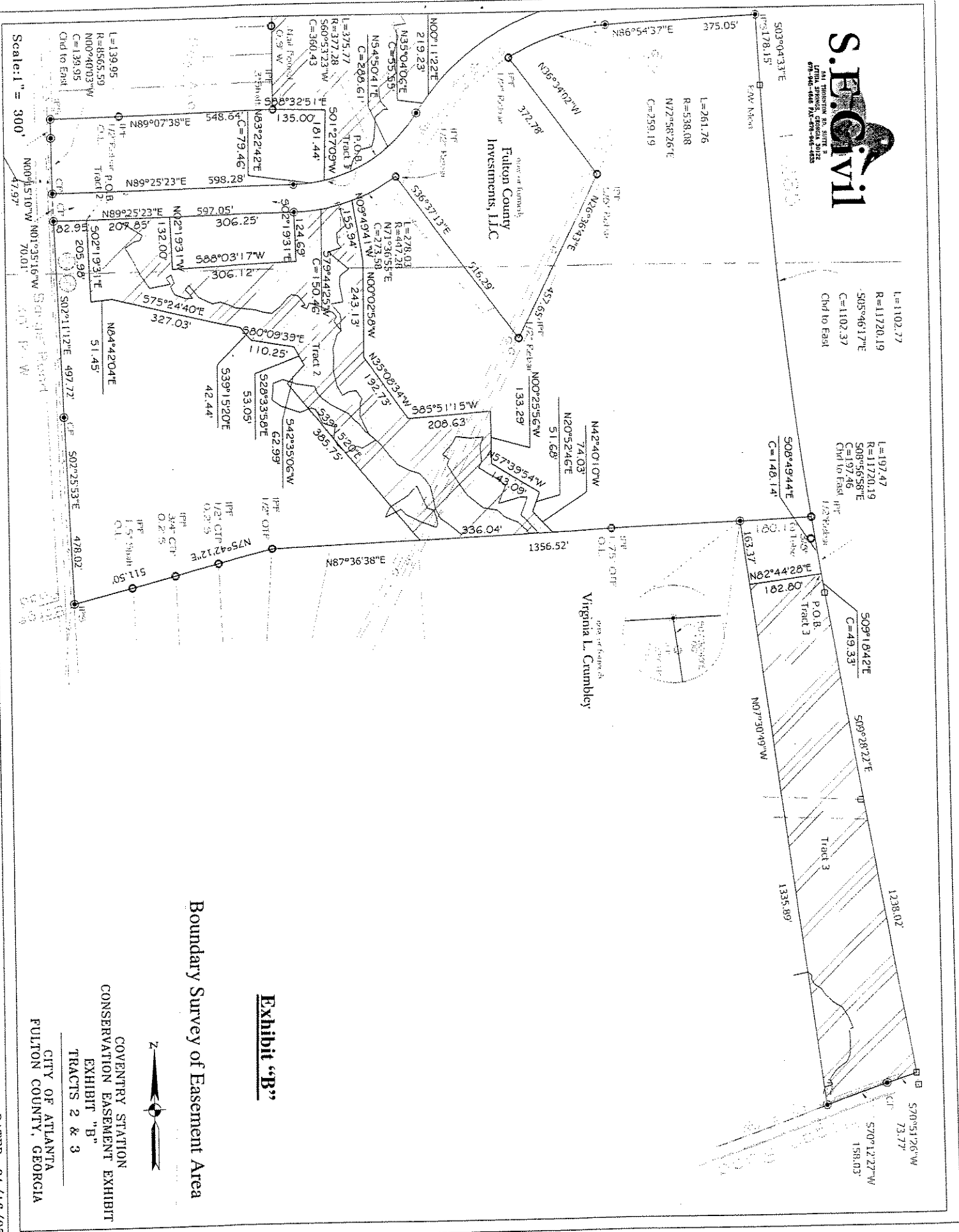
570°51'26"W  
73.77°  
570°12'27"W  
158.03°

**Exhibit "B"**

COVENTRY STATION  
CONSERVATION EASEMENT EXHIBIT

CITY OF ATLANTA  
FULTON COUNTY, GEORGIA

DATED: 01/16/05



**Exhibit "C"**

**Baseline Data**

S:\Legal\FORMS\CONSEASE.FRM\EASEMENT.DOC

**Exhibit C**

Draft conservation Easement



AN ORDINANCE



06-0 -2050

BY COUNCIL MEMBER JIM MADDOX

**AUTHORIZING THE MAYOR TO ACCEPT A  
CONSERVATION EASEMENT FROM COVENTRY STATION  
PARTNERS, LLC FOR THE PROTECTION OF TREES;  
CREATION OF OPEN SPACE; AND OTHER PURPOSES**

**WHEREAS**, Coventry Station Partners, LLC (hereinafter the "Developer") has undertaken to develop approximately 104 acres of land in the area of Greenbriar Mall and has been eager to construct a quality mixed-use development (Development") which will be a community asset on its property; and

**WHEREAS**, the Developer is the fee-simple owner of the Development, which is comprised of three separate parcels of real estate; and

**WHEREAS**, the Developer is willing to grant and dedicate a perpetual conservation easement, attached hereto and made apart hereof as Exhibit "A", over the Development thereby restricting and limiting the use of the properties, on the terms and conditions more specifically described in Exhibit "A"; and

**WHEREAS**, Grantor and Grantee recognize the value of establishing this conservation easement in order to protect natural and open-space values to assure open space use, and protect their natural resource and maintain and enhance adjacent air and water quality and protect trees; and

**WHEREAS**, the Developer will provide funds, in an amount not to exceed \$10,000.00, to cover the City's costs for due diligence and closing transactions.

**WHEREAS**, the City agrees that it will be in the best interest of the City to accept this conservation easement.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY  
ORDAINS**, as follows:

**SECTION 1:** The Mayor is authorized to execute a conservation easement by and between the City of Atlanta and Coventry Station Partners, LLC or its successors in interest as Grantor. Said conservation easement shall be substantially in the form as attached hereto and incorporated herein by this reference as Exhibit "A."

**SECTION 2:** The City Attorney or her designee is authorized to prepare and review all necessary contractual arrangements and the Mayor is authorized to execute all necessary agreements after acceptance of due diligence research and approval by the City Attorney as to form.

**SECTION 3:** Said conservation easement shall not be binding on the City and the City shall not assume any obligations hereunder until executed by the Mayor.

**SECTION 4:** That all funds provided by the Developer, in amount not to exceed \$10,000.00, to cover the City's costs for due diligence and closing transactions shall be deposited into Fund, Account, and Center Number \_\_\_\_\_.

**SECTION 5:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

**Exhibit C: Coventry Station Conservation Easement  
Committee Meeting 8-15-06 - 06R1453**

After recording return to:  
Sangeetha Rao  
68 Mitchell Street  
Suite 4100  
Atlanta, GA 30335

STATE OF GEORGIA

COUNTY OF FULTON

**DEED OF CONSERVATION EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **COVENTRY STATION PARTNERS, LLC**, a \_\_\_\_\_ ("Grantor"), having an address at \_\_\_\_\_, and the **CITY OF ATLANTA**, Georgia, a municipal corporation ("Grantee").

**W I T N E S S E T H :**

WHEREAS, Grantor is the owner in fee simple of that certain real property (the "Property") located in Fulton County, Georgia, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Grantor has designated a 30 acre parcel, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Easement Area"), located on the Property, to be subject to a conservation easement to preserve and protect the present condition of the Easement Area; and

WHEREAS, the Grantee is authorized to accept conservation easements created pursuant to the provisions of the Georgia Uniform Conservation Easement Act, O.C.G.A. §44-10-1 et seq., as amended from time to time, or any successor provision of law, the purposes of which include retaining or protecting natural, scenic, or open-space values of real property; assuring its availability for agricultural, forest, recreational, or open-space use; protecting natural resources;

maintaining or enhancing air or water quality; or preserving the historical, architectural, archeological, or cultural aspects of real property; and

WHEREAS, Conservation easements that result in the preservation of wooded lands, or newly created wooded parkland, that are perpetual in duration shall receive a credit of \$20,000.00 per acre, pro rated against recompense fees; and

WHEREAS, areas that are subject to the 75 foot stream buffer mandated by Atlanta City Ordinance §158-32 may not receive tree recompense credits; and

WHEREAS, the Easement Area in its present state has not been subjected to development or other exploitation and possesses significant tree cover and open-space features and ecological issues, such as, air quality and water quality values (collectively, the "Open Space Values"); and

WHEREAS, the preservation of the Easement Area in its present state will clearly enhance the Open Space Values; and

WHEREAS, such easements may be perpetual in duration and may contain such other terms and provisions as the Mayor shall deem appropriate; and

WHEREAS, Open Space Values are documented in an inventory of relevant features of the Easement Area, more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof (collectively, the "Baseline Data"), which consists of A) a property survey provided by the Grantor and certified by the City Arborist which indicates the boundary of the conservation easement, relevant site features such as the stream and tree lines, and areas eligible for tree recompense fee credit, and tables calculating the area of eligible areas; B) Tree Replacement Plan, dated \_\_\_\_\_; and C) Concept plan provided by the developer, Priske-Jones, dated \_\_\_\_\_, which is intended to serve as an objective informational baseline for monitoring compliance with the terms of the Indenture; and

WHEREAS, the Open Space Values are of great importance to Grantor, Grantee, the people of the State of Georgia and the general public, and are worthy of preservation and conservation; and

WHEREAS, Grantor also wishes to preserve the Open Space Values by providing for the continuation of only those uses on the Easement Area that have proven historically compatible with the Open Space Values; and

WHEREAS, Grantee is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Grantee is a qualified "holder" within the meaning of O.C.G.A. § 44-10-2(2); and

WHEREAS, Grantor, as owner of the Easement Area, wishes to convey to Grantee a nonpossessory interest in the Easement Area to preserve and protect the Open Space Values of the Easement Area in perpetuity, and Grantee wishes to accept such conveyance from Grantor, in order to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Open Space Values of the Easement Area for the benefit of this generation and generations to come, but only upon the terms and conditions hereinafter set forth; and

WHEREAS, by the Indenture, Grantor and Grantee mutually intend that the Easement Area be preserved in perpetuity as open space with tree cover over the aggregated space of 100 inches Diameter at Breast Height (DBH) per acre at a minimum, thereby furthering the conservation and protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem" (as used in Section 170(h) of the Code), and the preservation of open space for the scenic enjoyment of the general public benefit; and

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at or before the sealing of these presents, the mutual intentions expressed in the foregoing recitals, the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and pursuant to Official Code of Georgia Annotated §§ 44-10-1 et seq., which expressly authorizes the conveyance herein contained, Grantor has freely and voluntarily granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does freely and voluntarily grant, bargain sell, alien, convey and confirm, unto Grantee and its successors and assigns, a perpetual conservation easement. Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Easement, and the recordation of this Indenture shall constitute a "recordation of the acceptance" by Grantee within the meaning of O.C.G.A. § 44-10-3(b). Upon the recordation hereof, Grantee shall be entitled to enforce the Conservation Easement pursuant to O.C.G.A. § 44-10-4.

1. General Purposes. It is the general purpose of the Conservation Easement to assure that the Easement Area will be retained forever in a natural, scenic, open and condition and to prevent any use of the Easement Area that will significantly impair or interfere with the Open Space Values of the Easement Area.

2. Rights of Grantee. To accomplish the purpose of the Conservation Easement, the following rights are conveyed to Grantee by this Indenture:

A. To preserve and protect the Open Space Values of the Easement Area.

B. To enter upon the Easement Area at reasonable times and upon reasonable prior notice in order to monitor Grantor's compliance with and otherwise enforce the terms of the Conservation Easement, provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Area.

C. To prevent any activity on, or use of, the Easement Area that is materially inconsistent with the purposes of the Conservation Easement, and to require the restoration of such areas or features of the Easement Area as may be damaged by any such inconsistent activity or use.

3. Prohibited Uses. Any activity on, or use of, the Easement Area materially inconsistent with the purpose of the Conservation Easement is prohibited. The Easement Area shall be maintained as open space with an aggregated tree cover of no less than 100 inches Diameter at Breast Height (DBH) per acre and restricted from development with buildings, or any use other than as wooded parkland, natural fields, forest lands, and as a sanctuary for wildlife and wild plants. It is mutually agreed and understood, however, that the Conservation Easement permits Grantor and its successors-in-interest to use the Easement Area for all purposes, present and future, not inconsistent with the Conservation Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The change, disturbance, alteration or impairment of the natural, scenic, agricultural and aesthetic features of the Easement Area, except as expressly provided herein.

B. Any residential, commercial or industrial use of, or activity on, the Easement Area.

C. The construction or maintenance on the Easement Area of any buildings, structures or other improvements, other than requisite fencing and as otherwise expressly permitted herein.

D. The exploration for, or the extraction of, oil, gas or other minerals, hydrocarbons, soils or other materials on or below the surface of the Easement Area.

E. The dumping or other disposal of trash, garbage or other refuse of any nature whatsoever on the Easement Area.

F. Any use or activity, such as excavation, land filling, dredging or mining, that causes or presents a risk of causing soil erosion not approved in writing by the Parks Department.

G. The cutting of merchantable timber, except as necessary to maximize wildlife production, to control or prevent imminent hazard, disease or fire, or except the appropriate thinning of such timber as is consistent with sound forestry management practices, based upon a management plan prepared by a certified forester or arborist and submitted to Grantee for approval at least thirty (30) days prior to the initiation of any cutting or thinning, which approval shall not be unreasonably withheld.

H. The construction, maintenance, or erection of any commercial signage or billboards on the Easement Area.

I. The construction or extension of utility systems.

4. Reserved Rights. Grantor reserves to itself and its personal representatives, heirs, executors, administrators, successors and assigns the rights of entry and use and all other rights accruing from its and their ownership of the Easement Area not inconsistent with the purposes of

the Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to take action necessary to prevent erosion on the Easement Area or to protect public health or safety.

B. The right to lease or to give, sell, assign or otherwise transfer the Easement Area or any portion thereof by operation of law or by deed, in each case subject and subordinate to this Indenture.

C. The right to engage in limited game and timber maintenance and management, including burning, mowing and chopping of the understory vegetation and appropriate timber thinning consistent with sound game and wildlife management and forestry management practices, based upon the forestry management plan referred to in Paragraph 3.G. above.

D. Except as expressly provided herein, Grantor retains exclusive access to and use of the Easement Area.

E. Except as limited in this Indenture, Grantor reserves all rights as fee owner of the Easement Area, including, without limitation, the right to use the Easement Area for all purposes not inconsistent herewith; provided, however, that Grantor shall notify Grantee in writing, and Grantee shall have the right of consent, in each case as more particularly provided in Paragraph 6 below, prior to the exercise of any reserved right hereunder if the exercise thereof may reasonably be expected to have an adverse impact on the conservation purposes of this Indenture; and provided further, that Grantor hereby acknowledges that, pursuant to O.C.G.A. § 44-10-4(b), Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Easement Area.

F. The right to develop the property for passive outdoor recreational use through the construction of walking trails that conform to the general nature of this easement.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Indenture or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, when the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purpose of this Indenture, to restore the portion of the Easement Area injured. If Grantor fails to cure such violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fail to begin curing such violation within the thirty (30)-day period, or fail to continue diligently such cure thereafter until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Indenture, including, without limitation, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Easement Area to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Open Space Values of the Easement Area, Grantee may

pursue its remedies under this Paragraph 5 upon written notice to Grantor, but without waiting for the period provided for cure to expire. Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Indenture, and Grantor agrees that Grantee shall be entitled to the injunctive relief described above in Paragraph 5, both prohibitive and mandatory, in addition to the other remedies provided for herein, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all other remedies now or hereafter existing at law or in equity, subject always, however, to any obligation upon Grantee to give notice or an opportunity to cure, or both, pursuant hereto.

5.1 Grantee's Discretion. Enforcement of the terms of this Indenture shall be at the discretion of Grantee, and any forbearance by Grantee in the exercise of its rights under this Indenture in the event of any breach of any term hereof by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Indenture or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.2 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

5.3 Acts Beyond Grantor's Control. Nothing contained in this Indenture shall be construed to entitle Grantee to bring any action against Grantor or to suggest that Grantor would have any liability for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire flood, storm, earth movement, other acts of God, natural or man-made disasters, unauthorized acts of third parties or other damage beyond Grantor's control, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking any activity of the nature contemplated by the proviso contained in Paragraph 4.E. above is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in the manner consistent with the purposes of this Indenture. Whenever such notice is required, Grantor shall notify Grantee, in writing, not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Indenture.

6.1 Grantee's Approval. Grantee shall grant or withhold its approval, in writing, within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon reasonable determination by Grantee that the action, as proposed, would be inconsistent with the purposes of this Indenture.

6.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purposes of this Indenture, and Grantor agrees not to



proceed with the use or the activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made, in writing, upon the other. Within thirty (30) days of the receipt of such a request by the receiving party, the parties shall endeavor to select a single arbitrator to hear the matter.

If the parties are unable to agree on the selection of a single arbitrator within such thirty-(30) day period for any reason whatsoever, then each party shall, within five (5) days thereafter, name one (1) arbitrator, and the two (2) arbitrators thus selected shall select a third arbitrator within ten (10) days after the date of the appointment of the second arbitrator; provided, however, that if either party fails to select an arbitrator, or if the two (2) arbitrators selected by the parties fail to select the third arbitrator within ten (10) days after the appointment of the second arbitrator, then, in each such instance, either party may apply to the Superior Court in and for Fulton County, Georgia for the appointment of the second or third arbitrator, or both, as the case may be.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Easement Area, including, without limitation, the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Easement Area free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

7.1 Hold Harmless. Grantor agrees to indemnify and hold harmless Grantee and its elected officials, officers, agents, employees, authorized representatives, successors, and assigns officers, directors, employees and agents against all claims for damage or destruction of Easement Area or death or injury to persons arising from the negligent acts of Grantor and its employees and agents and shall insofar as is possible, after a good-faith effort by Grantor, name Grantee as an additional insured on Grantor's liability policy. any intentional bad act or omission or negligent act or omission, whether active or passive, of Trees Atlanta, its officers, employees, agents, subcontractors, subconsultants, volunteers, or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

7.2 Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Easement Area by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Indenture, and shall furnish Grantee with satisfactory evidence of payment upon request; provided, however, that to the extent that the granting of the Conservation Easement shall entitle Grantor to a revaluation or other tax relief as contemplated by O.C.G.A. § 44-10-8, Grantee agrees to cooperate fully and promptly with Grantor in securing the benefits of the same; provided, further, that Grantor shall have no liability for the payment of taxes, if any, levied upon or assessed against the Conservation Easement.

8. Extinguishment. If circumstances arise in the future such as to render the purpose of this Indenture impossible to accomplish, the Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. § 44-10-4(c). The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Easement Area (including, without limitation, that

pursuant to paragraph 8.2 below), contemporaneously with or subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by applicable law at the time, in accordance with Paragraph 8.1 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Indenture.

[8.1 Proceeds. The Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of this Paragraph 8, the parties stipulate to have a current fair market value equal to the value used to calculate the deduction for Federal income tax purposes allowable by reason of the grant of the Conservation Easement by Grantor, pursuant to Section 170(h) of the Code, of \$ \_\_\_\_\_[, according to [insert reference to appraisal or other source of valuation]].

The remaining current fair market value of the Easement Area, separate from but after being encumbered by the Conservation Easement, is \$ \_\_\_\_\_[,according to [insert reference to appraisal or other source of valuation]]. For the purpose of this Paragraph 8.1, the ratio of the value of the Conservation Easement to the value of the Easement Area retained by Grantor shall remain constant.

8.2 Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain (it being understood that any such exercise with respect to the Conservation Easement shall be with the express written consent of both Grantor and Grantee, in derogation of O.C.G.A. § 44-10-3(a)), Grantee shall be entitled to compensation in accordance with applicable law and this Paragraph 8, and Grantor and Grantee agree to join in all necessary and appropriate actions to recover the full value of such condemnation, including all incidental damages.

9 Maintenance. Grantor's obligation to retain and maintain this conservation easement forever predominantly in the Open Space values herein described shall run with the land(s) described in Exhibit "A", and shall be binding on the Grantor and shall inure to the benefit of the Grantees, and more particularly as set forth herein. The intent of this Conservation Easement is that the responsibilities and liabilities associated with this Conservation Easement described shall run with the land(s) described in Exhibit A, and will be binding on the fee simple title owner of those lands as required hereunder.

9.1 Property Condition Status Reports. Grantor shall submit to the Commissioner of Parks, Recreation and Cultural Affairs annual property condition status reports during the month of May of each year. The report shall include:

- a. Actions taken to maintain the property over the reporting period.
- b. Plans for the property's future management.
- c. Representative photographs taken no more than two (2) months prior to the report submission.
- d. Current contact information for entity responsible for site maintenance in the coming year and person in charge of supervising maintenance.

9.2 Signage. Grantor agrees to place signs around access points to the easement area with the following information: identifying the area as a conservation easement, the entities

responsible for its maintenance with contact information, and that the Department of Parks, Recreation and Cultural Affairs has oversight.

10. Assignment. The Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Indenture only to an organization that is a "qualified organization" at the time of transfer under Section 170(h) of the Code or a Federal, state or local governmental agency or other entity, and the applicable regulations promulgated thereunder, and also authorized to acquire, hold and enforce conservation easements under O.C.G.A. §§ 44-10-2, 44-10-3 and 44-10-4. As a condition precedent to any such transfer, Grantee and its successors and assigns shall require a specific written assumption of and agreement to be bound by this Indenture from each transferee hereunder, which assumption shall state that the purposes that the Conservation Easement is intended to advance shall continue to be carried out by such transferee. A copy of each such assumption shall be sent to Grantor or the heirs, executors, administrators, personal representatives, successors or assigns of Grantor.

11. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other hereunder shall be in writing and either served personally or sent by nationally-recognized, overnight courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph 10):

To Grantee:  
Attention:

With a copy to:

Attention:

To Grantor:  
Attention:

With a copy to:

Attention:

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given or received on the date of delivery, if personally served or if delivered by nationally recognized, overnight courier service, or on the date indicated on the return receipt, if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

12. General Provisions.

A. Controlling Law. The interpretation and performance of the Indenture shall be governed by and construed in accordance with the laws of the State of Georgia.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Indenture shall be liberally construed in favor of Grantee to effectuate the purposes hereof and the policy and purposes of O.C.G.A. §§ 44-10-1 et seq. If any provision of this Indenture is found to be ambiguous, an interpretation consistent with the purposes of this Indenture that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Indenture, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Indenture or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This Indenture sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings, and agreements relating thereto, all of which are merged herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors and Assigns; Covenants, Etc. Run With Land. The covenants, terms, conditions and restrictions of this Indenture shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Easement Area in perpetuity and enforceable against Grantor and all present and future owners, tenants and other holders of any interest in the Easement Area. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee, but only in accordance with Paragraph 9 above. The terms "Grantor" and "Grantee", when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and its personal representatives, heirs, executors, administrators, successors and assigns.

G. Termination of Rights and Obligations. Each party's rights and obligations under this Indenture shall terminate upon the transfer of such party's interest in this Indenture pursuant to Paragraph 9 above or the Easement Area, as the case may be, except that liability for the acts or omissions occurring prior to such transfer shall expressly survive such transfer.

H. Captions. The captions in this Indenture have been inserted solely for convenience of reference, are not a part of this Indenture and shall have no effect upon construction or interpretation.

I. Grantor's Successors-In-Title. Grantor agrees that any conveyance of the Easement Area by Grantor will be made expressly subject to the terms, conditions, restrictions and purposes of this Indenture and the same shall be inserted by Grantor in, or incorporated by reference in, any subsequent deed or other legal instrument by which Grantor divests itself of fee simple or any other interest in the Easement Area or any portion thereof, and Grantor hereby agrees to notify Grantee or its successors or assigns of any such conveyance.

J. Grantor's Representations and Warranties. Grantor hereby represents and warrants that it is seized of the Easement Area in fee simple and has good right to grant and convey the Conservation Easement, that the Easement Area is free and clear of any and all encumbrances, and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of the Conservation Easement.

K. Recordation. Grantor and Grantee agree that this Indenture shall be promptly recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia at Grantor's sole cost and expense.

13. Baseline Data. Grantee acknowledges by its acceptance of the Conservation Easement, that Grantor's historic and present uses of the Easement Area are compatible with the purposes of the Conservation Easement. In order to establish a present condition of the Open Space Values so as to be able to properly monitor future uses of the Easement Area and assure compliance with the terms hereof, Baseline Data has been prepared. The Baseline Data shall be used to assist in establishing the condition of the Easement Area as of the date of this Indenture. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Easement Area subject to the Conservation Easement as of the date hereof, the parties may look beyond the Baseline Data, if necessary, to other relevant or material documents, surveys, reports and other evidence showing conditions at the time of execution of this Indenture to assist in the resolution of the controversy.

TO HAVE AND TO HOLD the Conservation Easement unto Grantee and its successors and assigns, together with all and singular the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to only proper use, benefit and behoof of Grantee forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon Grantor but also its personal representatives, heirs, executors, administrators, successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Easement Area.

IN WITNESS WHEREOF, each of Grantor and Grantee has caused its hand and seal to be hereunto affixed by its duly authorized signatory as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

Unofficial Witness

**GRANTOR:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

Name: \_\_\_\_\_  
(Name)

[CORPORATE SEAL]

Notary Public

Attest: \_\_\_\_\_  
Name

[NOTARIAL SEAL]

My Commission Expires:

**EXHIBIT A**

**Page 1**

Tract 1 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 252 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the northerly right-of-way of Greenbriar Parkway (70' R/W); thence along the northerly right-of-way of Greenbriar Parkway North 89 degrees 25 minutes 23 seconds East a distance of 598.28 feet to a point; thence North 83 degrees 22 minutes 42 seconds East a chord distance of 79.46 feet to a point; said point being the POINT OF BEGINNING; thence continuing along said right-of-way North 54 degrees 50 minutes 41 seconds East a chord distance of 288.61 feet to a point; thence North 35 degrees 04 minutes 06 seconds East a chord distance of 55.55 feet to a point; thence leaving said right-of-way, North 00 degrees 11 minutes 22 seconds East a distance of 219.23 feet to a point; Thence North 29 degrees 18 minutes 50 seconds West a distance of 78.11 feet to a point; Thence North 79 degrees 19 minutes 44 seconds East a distance of 22.27 feet to a point; Thence North 02 degrees 52 minutes 02 seconds West a distance of 181.68 feet to a point; Thence North 05 degrees 49 minutes 13 seconds West a distance of 328.42 feet to a point; Thence North 19 degrees 51 minutes 42 seconds West a distance of 316.58 feet to a point; Thence North 14 degrees 08 minutes 24 seconds East a distance of 364.92 feet to a point; Thence North 26 degrees 05 minutes 54 seconds West a distance of 664.31 feet to a point; Thence South 87 degrees 27 minutes 27 seconds West a distance of 303.21 feet to an iron pin; Thence along boundary line adjacent to Sheetz Associates, Incorporated, South 01 degrees 38 minutes 20 seconds East a distance of 391.39 feet to an iron pin; Thence continuing along the boundary line North 88 degrees 58 minutes 21 seconds East a distance of 260.59 feet to an iron pin; Thence South 00 degrees 05 minutes 55 seconds East a distance of 1679.10 feet to an iron pin; Thence leaving said boundary, South 88 degrees 32 minutes 51 seconds East a distance of 135.00 feet to a point; Thence South 01 degrees 27 minutes 09 seconds West a distance of 181.44 feet to a point on the northerly right-of-way of Greenbriar Parkway, said point being the POINT OF BEGINNING.

Said Easement containing 16.93 acres, more or less.

**EXHIBIT A**

**Page 2**

Tract 2 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 252 and 253 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the southerly right-of-way of Greenbriar Parkway (70' R/W); thence along the southerly right-of-way of Greenbriar Parkway North 89 degrees 25 minutes 23 seconds East a distance of 82.95 feet to a point; said point being the POINT OF BEGINNING; thence leaving said right-of-way South 02 degrees 19 minutes 31 seconds East a distance of 205.98 feet to a point; thence North 84 degrees 42 minutes 04 seconds East a distance of 51.45 feet to a point; thence South 75 degrees 24 minutes 40 seconds East a distance of 327.03 feet to a point; Thence South 39 degrees 15 minutes 20 seconds East a distance of 42.44 feet to a point; Thence South 80 degrees 09 minutes 39 seconds East a distance of 110.25 feet to a point; Thence South 28 degrees 33 minutes 58 seconds East a distance of 53.05 feet to a point; Thence South 42 degrees 35 minutes 06 seconds West a distance of 62.99 feet to a point; Thence South 39 degrees 15 minutes 20 seconds East a distance of 385.75 feet to a point on boundary line adjacent to Virginia Crumbley; Thence following said line, North 87 degrees 36 minutes 38 seconds East a distance of 336.04 feet to a point; Thence leaving boundary, North 42 degrees 40 minutes 10 seconds West a distance of 74.03 feet to a point; Thence North 20 degrees 52 minutes 46 seconds East a distance of 51.68 feet to a point; Thence North 57 degrees 39 minutes 54 seconds West a distance of 143.09 feet to a point; Thence North 00 degrees 25 minutes 56 seconds West a distance of 133.29 feet to a point; Thence South 85 degrees 51 minutes 15 seconds West a distance of 208.63 feet to a point; Thence North 35 degrees 08 minutes 34 seconds West a distance of 192.73 feet to a point; Thence North 00 degrees 02 minutes 58 seconds West a distance of 243.13 feet to a point; Thence North 09 degrees 49 minutes 41 seconds West a distance of 155.94 feet to a point on the southerly right-of-way of Greenbriar Parkway (70' R/W); Thence along said right-of-way South 79 degrees 44 minutes 25 seconds West a chord distance of 150.46 feet to a point; Thence leaving said right-of-way, South 02 degrees 19 minutes 31 seconds East a distance of 124.69 feet to a point, Thence South 88 degrees 03 minutes 17 seconds West a distance of 306.12 feet to a point, Thence North 02 degrees 19 minutes 31 seconds West a distance of 132.00 feet to a point on the southerly right-of-way of Greenbriar Parkway; Thence along said right-of-way South 89 degrees 25 minutes 23 seconds West a distance of 207.85 feet to a point, said point being the POINT OF BEGINNING.

Said Easement containing 7.07 acres, more or less.



**EXHIBIT A**

**Page 3**

Tract 3 Legal Description

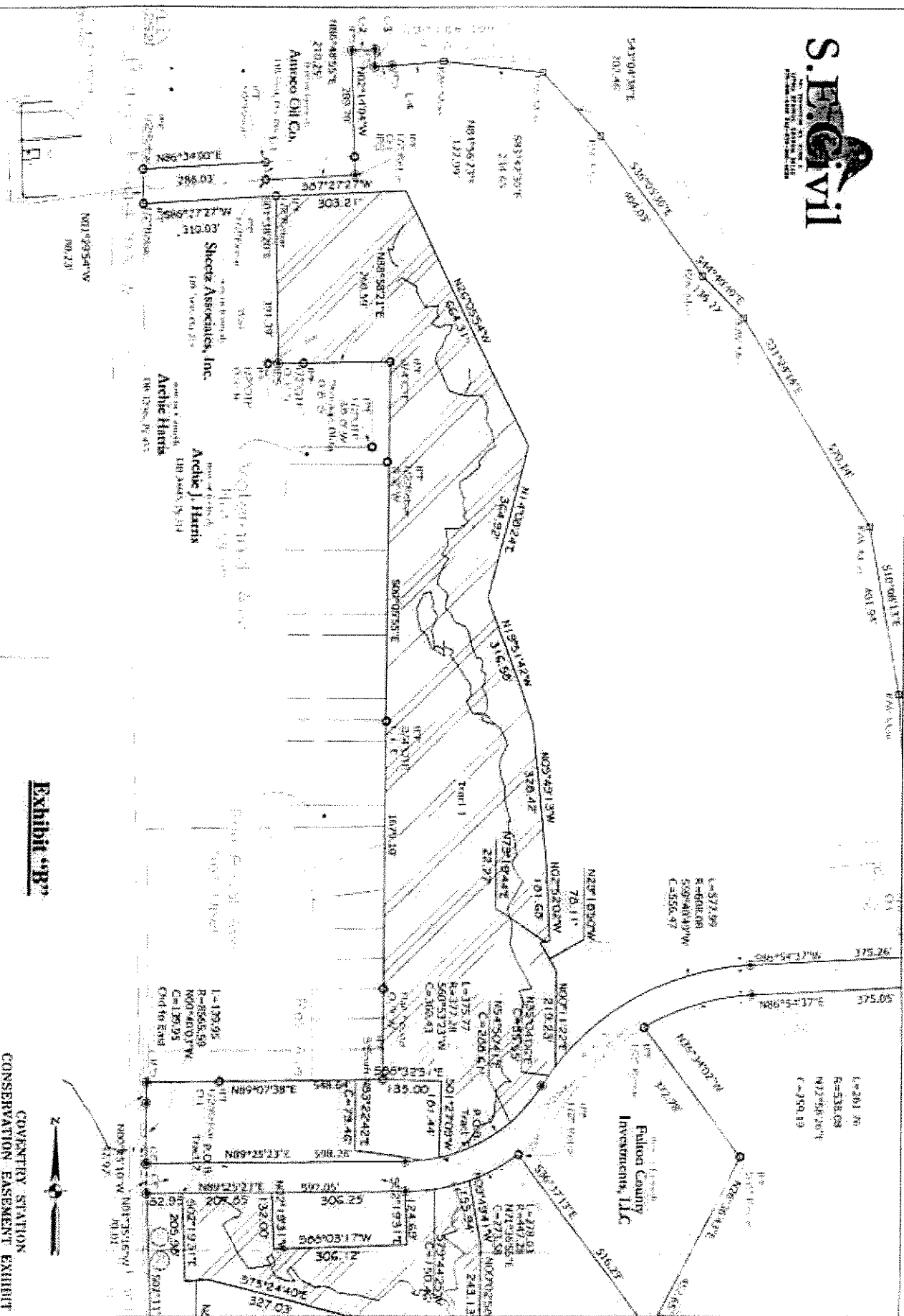
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 253 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the southerly right-of-way of Greenbriar Parkway (70' R/W); thence along the easterly right-of-way of Barge Road (40' R/W) South 02 degrees 11 minutes 12 seconds East a distance of 497.72 feet to a point; thence along said right-of-way South 02 degrees 25 minutes 53 seconds East a distance of 478.02 feet to an iron pin; thence leaving said right-of-way, North 75 degrees 42 minutes 12 seconds East a distance of 511.50 feet to an iron pin; thence North 87 degrees 36 minutes 38 seconds East a distance of 1356.52 feet to an iron pin on the westerly right-of-way of Interstate 285 (R/W varies); Thence along said right-of-way, South 08 degrees 49 minutes 44 seconds East a chord distance of 148.14 feet to a point, said point being the POINT OF BEGINNING; Thence along said right-of-way South 09 degrees 18 minutes 42 seconds East a chord distance of 49.33 feet to a point; Thence South 09 degrees 28 minutes 22 seconds East a distance of 1238.02 feet to a point at the intersection of the westerly right-of-way of Interstate 285 (R/W varies) and the northerly right-of-way of Hogan Road (30' R/W); Thence along the northerly right-of-way of Hogan Road (30' R/W) South 70 degrees 51 minutes 26 seconds West a distance of 73.77 feet to a point; Thence South 70 degrees 12 minutes 27 seconds West a distance of 158.03 feet to an iron pin on said right-of-way; Thence leaving said right-of-way North 07 degrees 30 minutes 49 seconds West a distance of 1335.89 feet to a point; Thence North 82 degrees 44 minutes 28 seconds East a distance of 182.80 feet to a point on the westerly right-of-way of Interstate 285 (R/W varies), said point being the POINT OF BEGINNING.

Said Easement containing 6.17 acres, more or less.

**Exhibit "B"**

Boundary Survey and Plat of Easement Area



# SECRET

## Boundary Survey of Easement Area

### Exhibit "B"

COUNTRY STATION  
CONSERVATION EASEMENT EXHIBIT

# TRAC

CITY OF ATLANTA  
FULTON COUNTY, GEORGIA

DATED: 01/10/07



L=1102.77  
B=11720.19  
S=95.617E  
C=1102.37  
Chd to E32E

L=107.47  
B=11720.19  
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Chd to E32E

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C=1102.37  
Chd to E32E

Fulton County  
Investments, LLC

Virginia L. Cumbley

Scale: 1" = 300'

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

North Arrow

Boundary Survey of Easement Area

Exhibit "B"

CONVENTRY STATION  
CONSERVATION EASEMENT EXHIBIT  
EXHIBIT "B"  
TRACTS 2 & 3

CITY OF ATLANTA  
FULTON COUNTY, GEORGIA

DATE: 01/16/05

## **Exhibit "C"**

### **Baseline Data**

Item C.1) Property survey provided by the Grantor and certified by the City Arborist which indicates the boundary of the conservation easement with permanent (concrete or steel) markers spaced at 100-ft intervals and at boundary direction changes, relevant site features such as the stream and stream buffers, existing tree limits, areas eligible for tree recompense fee credit, and tables calculating the area of eligible areas. To be provided by Grantor.

Item C.2) Tree Replacement Plan, approved in concept by Frank Mobley 2-20-06; and

Item C.3) Conceptual Site Plan provided by the developer, Priske-Jones, with attached enlargement of Townhome area, dated 5-6-2006. see PDF

## AN ORDINANCE

BY: COUNCILMEMBER CLAIR MULLER

**AN ORDINANCE TO PLACE A MORATORIUM ON THE ACCEPTANCE OF ALL BUILDING PERMIT APPLICATIONS WHICH INCLUDE CONTEMPLATION OF THE USE OF SEPTIC TANKS OR OTHER SIMILAR CONSUMPTIVE SEWERAGE DISPOSAL SYSTEMS ALTERNATIVE TO THE CITY'S SEWERAGE SYSTEM FOR A PERIOD NOT TO EXCEED ONE HUNDRED AND TWENTY (120) DAYS OR THE ADOPTION OF LEGISLATION THAT REQUIRES PROPERTIES TO UTILIZE THE CITY'S PUBLIC SEWER SYSTEM WHERE SEWER IS AVAILABLE, WHICHEVER OCCURS FIRST, AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Atlanta ("City") provides sewer services to its citizens throughout areas of the City by and through its sewer system ("Sewer System"), making sewer services generally available throughout the City; and

**WHEREAS**, a number of building applications are submitted to the City for consideration on a daily basis that contemplate the use of septic systems as a means of sewerage disposal in areas where the City's sewer service is available; and

**WHEREAS**, the process of collecting and treating sewerage in the City's Sewer System results in the return of treated water to the original source of water, thereby, replenishing the water that was consumed by the respective water users; and

**WHEREAS**, septic systems are considered a 100% consumptive use of water supply, because such systems do not effectively return water to the water source, but, rather, waste water into the ground; and

**WHEREAS**, the City of Atlanta joins other jurisdictions in the metropolitan Atlanta area in desiring to promote the conservation of water to ensure that sufficient water supply is available to its customers and citizens in the future in furtherance of the general health, safety and welfare of its citizens; and

**WHEREAS**, based upon the goal of water conservation, the City has reviewed information and data relating to septic systems and determined that the addition of septic systems may have a material negative impact on the City's conservation efforts and future water supply; and

**WHEREAS**, from time to time septic systems fail if not properly maintained. Such failure poses a great threat to the health, safety and welfare of the City's citizens, which may result in the seepage of raw sewerage into ground water and eventually

pollute valuable streams, rivers and water sources in the City and threaten natural habitats occurring in those waterways; and

**WHEREAS**, other jurisdictions in the metropolitan area, in furtherance of water supply conservation and water quality protection goals, have approved ordinances to require property owners to utilize public sewer services; and

**WHEREAS**, based upon these findings and in furtherance of the considerations discussed above, the City desires to develop legislation ("Sewer Requirement Legislation") that requires individuals to utilize the City's Sewer System in lieu of septic systems and desires to halt acceptance of any future building permit applications that contemplate the use of a septic system in order to prevent any further exacerbation or deterioration to the City's water supply and water quality; and

**NOW THEREFORE BE AND IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA AS FOLLOWS:**

**Section 1.** That a moratorium on the acceptance of any building permit application that contemplates the use of a septic system or other similar consumptive sewerage disposal systems alternative to the City's Sewerage System be implemented for a period not to exceed one hundred and twenty (120) days or the adoption of the proposed Sewer Requirement Legislation, whichever occurs first.

**Section 2.** That all ordinances or parts of ordinances in conflict with this ordinance shall be waived to the extent of the conflict.

CITY COUNCIL  
ATLANTA, GEORGIA

06-0 -1882

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE  
BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

CDP-06-59

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1129 STATE STREET AND 1132 ATLANTIC DRIVE, NW** FROM THE "LOW DENSITY RESIDENTIAL" LAND USE DESIGNATION TO THE "LOW DENSITY COMMERCIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-E

COUNCIL DISTRICT 2

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1129 State Street & 1132 Atlantic Drive, NW** from the "*Low Density Residential*" land use designation to the "*Low Density Commercial*" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 149 of the 17<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.



EXHIBIT 'A'

20 40 80 Feet



RCS# 522  
9/18/06  
2:09 PM

Atlanta City Council

REGULAR SESSION

06-O-1882

AMEND LAND USE ELE.REDESIGNATE PROPERTY  
AT 1129 STATE ST.& 1132 ATLANTIC DR.  
REFER

YEAS: 10  
NAYS: 0  
ABSTENTIONS: 1  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 3

Y Smith	Y Archibong	Y Moore	A Mitchell
B Hall	Y Fauver	B Martin	NV Norwood
Y Young	Y Shook	Y Maddox	B Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

06-O-1882

**A RESOLUTION BY  
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF HOUSING, TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT AMENDMENT WITH VERONA PARTNERS, LLLP, TO IMPLEMENT THE SECTION 8 MODERATE REHABILITATION PROGRAM SPONSORED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") has administered the Section 8 Moderate Rehabilitation Program for the past twenty three years in order to provide affordable housing through rental subsidies to very low-income individuals and families; and

**WHEREAS**, the original fifteen (15) year Housing Assistance Payment (HAP) contract for Verona Partners, LLLP under the Section 8 Moderate Rehabilitation Program will expire on October 22, 2006; and

**WHEREAS**, HUD has given the City approval to extend this contract for a one year term in order to provide affordable and standard housing for thirty-eight (38) very low-income families; and

**WHEREAS**, the HAP budget amount authorized by HUD for the time period shown below for this property will not exceed two hundred twenty seven thousand eight hundred forty five dollars and no cents (\$227,845.00).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES** that the Mayor be and is authorized hereby to enter into a contract amendment, on behalf of the Department of Planning and Community Development, Bureau of Housing, to extend the Housing Assistance Payment (HAP) contract with the property owner listed below in an amount not to exceed two hundred twenty seven thousand eight hundred forty five dollars and no cents (\$227,845.00).

<u>Property Owner</u>	<u># of Units</u>	<u>Funding</u>	<u>Contract Period</u>
Verona Partners LLLP	38	\$227,845.00	10/23/06 to 10/22/07

**BE IT FURTHER RESOLVED**, that all charges shall be paid from Fund, Account, and Center Number 1B02 529002 Y46P0215BBB0.

**BE IT FURTHER RESOLVED**, that in the event that the aforesaid property owner fails to comply with the terms and conditions of the contract amendment, the Mayor or her designee, or the Commissioner of the Department of Planning and Community Development, can terminate such amendment with the proper notice.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare the appropriate contract amendments for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the contract amendment shall not become binding on the City and the City shall incur no obligation or liability upon same until such amendment has been signed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form, and delivered to Verona Partners, LLLP.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): TERRY GRANDISON 

Contact

Number: 6946

Originating Department: Planning & Community Development -Bureau of Housing

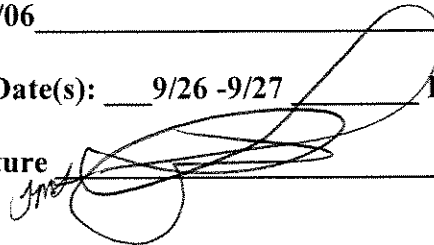
Committee(s) of Purview: Community Development and Human Resources

Council

Deadline: 9/11/06

Committee Meeting Date(s): 9/26 -9/27 Full Council Date: 10/2/06

Commissioner Signature


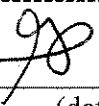


CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF HOUSING, TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT AMENDMENT WITH VERONA PARTNERS, LLP, TO IMPLEMENT THE SECTION 8 MODERATE REHABILITATION PROGRAM SPONSORED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by Mayor's Office: 9.11.06  Reviewed by:   
(date) (date)

Submitted to Council: 9/14/06  
(date)

**A RESOLUTION BY  
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF HOUSING ("DEPARTMENT"), TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT AMENDMENT WITH URBAN RESIDENTIAL DEVELOPMENT CORPORATION TO IMPLEMENT THE SECTION 8 MODERATE REHABILITATION PROGRAM SPONSORED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") has administered the Section 8 Moderate Rehabilitation Program to provide affordable housing through rental subsidies to very low-income individuals and families; and

**WHEREAS**, the original ten (10) year Housing Assistance Payment (HAP) contract with the Urban Residential Development Corporation (URDC), for the Santa Fe Villas property, under the Section 8 Moderate Rehabilitation Program has expired; and

**WHEREAS**, HUD has given the City approval to extend the aforesaid contract in three periods in order to provide affordable and standard housing for 100 homeless individuals.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES** that the Mayor be and is authorized hereby to enter into a contract amendment, on behalf of the Department of Planning and Community Development, Bureau of Housing, to extend the HAP contract with the property owner listed below in an amount not to exceed five hundred five thousand eight hundred forty-eight dollars and no cents (\$505,848.00).

<u>Property Owner</u>	<u># of Units</u>	<u>Funding</u>	<u>Contract Period</u>
Urban Residential	31	\$ 152,713.00	12/05 to 12/06
Development Corp.	34	174,010.00	01/06 to 02/07
	<u>35</u>	<u>179,125.00</u>	01/06 to 02/07
<b>Total</b>	<b>100</b>	<b><u>\$ 505,848.00</u></b>	

**BE IT FURTHER RESOLVED**, that all charges shall be paid from Fund, Account, and Center Number 1B02 529002 Y46P0215BBD0.

**BE IT FURTHER RESOLVED**, that in the event that the aforesaid property owner fail to comply with the terms and conditions of the contract amendment, the Mayor or her designee, or the Commissioner of the Department of Planning and Community Development, can terminate such amendment with the proper notice.

**BE IT FURTHER RESOLVED,** that the City Attorney is directed to prepare the appropriate contract amendments for execution by the Mayor.

**BE IT FINALLY RESOLVED,** that the contract amendment shall not become binding on the City and the City shall incur no obligation or liability upon same until such amendment has been signed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form, and delivered to the Urban Residential Development Corporation.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): TERRY GRANDISON



Contact

Number: 6946

Originating Department: Planning & Community Development - Bureau of Housing

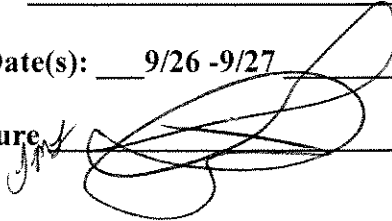
Committee(s) of Purview: Community Development and Human Resources

Council

Deadline: 9/11/06

Committee Meeting Date(s): 9/26 -9/27 Full Council Date: 10/2/06

Commissioner Signature



CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BUREAU OF HOUSING ("DEPARTMENT"), TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT AMENDMENT WITH URBAN RESIDENTIAL DEVELOPMENT CORPORATION TO IMPLEMENT THE SECTION 8 MODERATE REHABILITATION PROGRAM SPONSORED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND FOR OTHER PURPOSES.

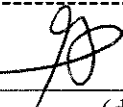
FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by Mayor's Office:

9.11.06  
(date)

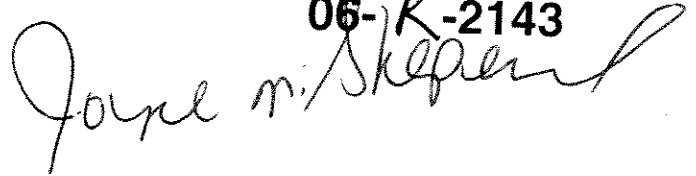
Reviewed by:



(date)

Submitted to Council:

9/14/06  
(date)



**A RESOLUTION**

**BY COUNCILMEMBER JOYCE SHEPERD**

**A RESOLUTION AUTHORIZING THE CREATION  
OF A FORT McPHERSON CITIZEN ADVISORY  
GROUP; AND FOR OTHER PURPOSES.**

**WHEREAS**, Fort McPherson Army Base in southwest Atlanta is important to the local economy by contributing more than \$250 million to metro Atlanta's economy; and

**WHEREAS**, Fort McPherson is scheduled to close in September 2011; and

**WHEREAS**, the closure will have a tremendous economic impact on the entire Southside; and

**WHEREAS**, local communities have about five years to work on redevelopment plans for the 488-acre historic army post; and

**WHEREAS**, the Atlanta City Council wishes to contribute to the planning initiatives and process for the redevelopment of Fort McPherson; and

**WHEREAS**, the Atlanta City Council desires to establish a Fort McPherson Citizen Advisory Group to advise the City of Atlanta on how to best use the land.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, as follows:

**SECTION 1:** There is hereby created a Fort McPherson Citizen Advisory Group, whose task shall be to research, explore, evaluate and identify the best, possible reuse scenarios for the Fort McPherson Army Base.

**SECTION 2:** The Advisory Group shall be comprised of twelve (12) members who shall be appointed as follows:

- a. One member designated by APAB
- b. One member each appointed by NPU's S, R and X
- c. One member from Sylvan Hill Neighborhood Association
- d. One member from Capitol View Neighborhood Association
- e. One member from Oakland City Neighborhood Association
- f. One member from Venetian Hills Neighborhood Association
- g. One member from Willow Brook Estate Neighborhood Association
- f. One member appointed by LRA
- g. A city attorney designated by Atlanta City Attorney
- h. City of Atlanta Planning Director or her designee

**I**



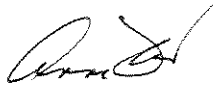
**SECTION 3:** The Fort McPherson Citizen Advisory Group will present a study with recommendations via a report to the Mayor and City Council no later than December 31, 2008, effectively ending the duty of the Advisory Group.

**SECTION 4:** All resolutions and parts of resolutions in conflict herewith are hereby repealed for purposes of the ordinance only, and only to the extent of the conflict.

CITY COUNCIL  
ATLANTA, GEORGIA

A Resolution

By: Councilmember Anne Fauver



A Resolution Requesting that the Director of the Bureau of Planning Assist the Virginia – Highlands Civic Association and their consultants in the preparation of a Neighborhood Commercial (NC) District for Virginia-Highlands and for other Purposes.

NPU-F

COUNCIL DISTRICT 6

WHEREAS, the 1982 City of Atlanta Zoning Ordinance, Chapter 32, NC Neighborhood Commercial District Regulations, contemplates that New neighborhood Commercial Districts may be created from time to time; and

WHEREAS, the Virginia-Highlands Civic Association believes that the three (3) commercially zoned nodes centered on the intersection of Virginia Avenue and North Highland Avenue, the intersection of North Highland Avenue and Amsterdam Avenue; and the intersection of North Highland Avenue and Greenwood and St. Charles Avenues meet the applicable criteria for designation as Neighborhood Commercial Districts; and

WHEREAS, the Virginia-Highlands Civic Association believes that both the neighborhood business community and the surrounding residential areas will benefit from a designation to a Neighborhood Commercial (NC) District; and

WHEREAS, the Virginia-Highland Civic Association has engaged the services of professional consultants to assist them in the preparation of appropriate regulations for a Neighborhood Commercial District; and

WHEREAS, The Virginia-Highlands Civic Association has begun a public discussion process with all stakeholders in the community in an effort to achieve a consensus on this proposal; and

WHEREAS, the Virginia-Highlands Civic Association believes that the success of this effort requires the active assistance of the City of Atlanta Bureau of Planning.

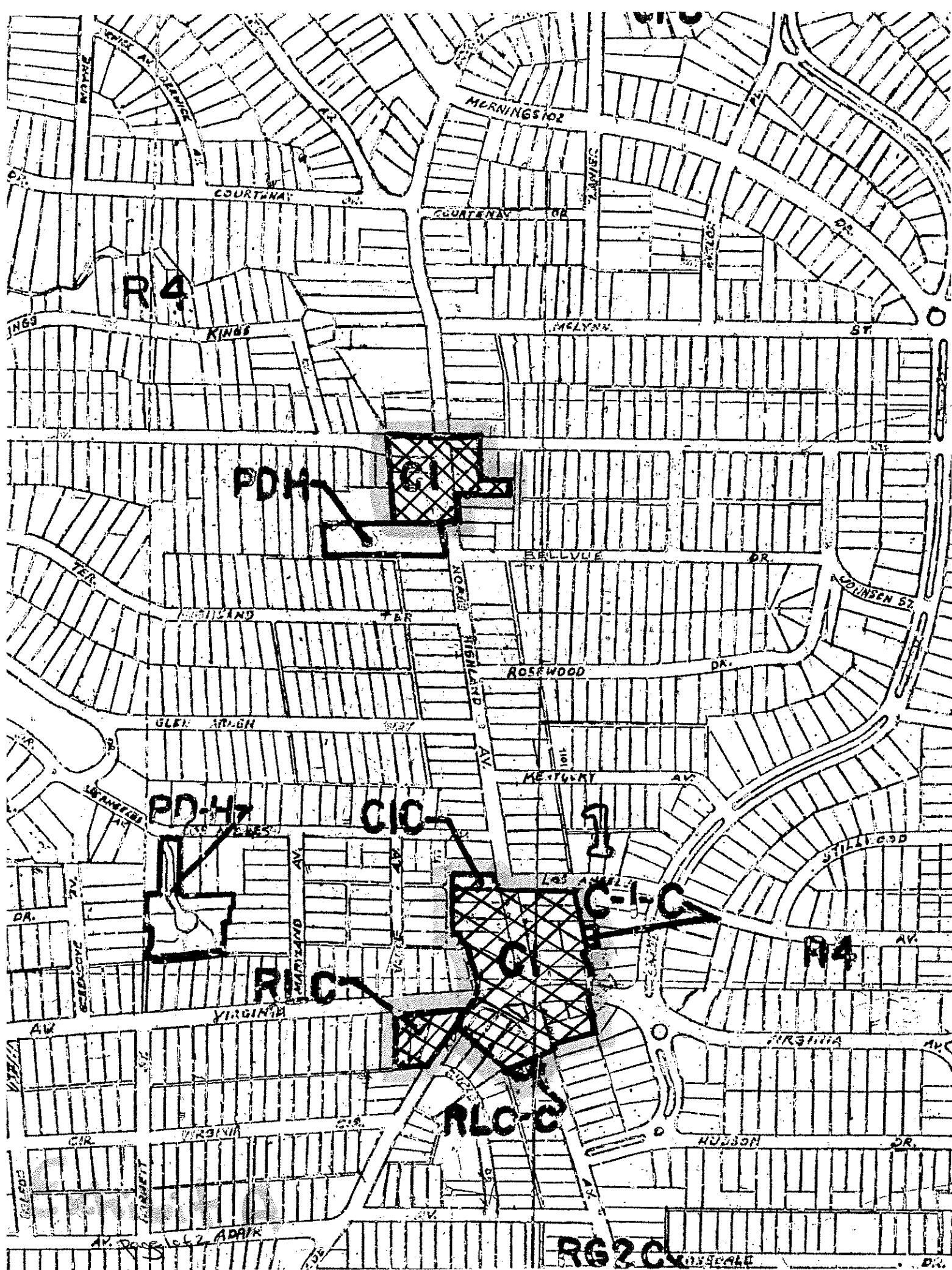
NOW, therefore, be it resolved by the City of Atlanta City Council as follows:

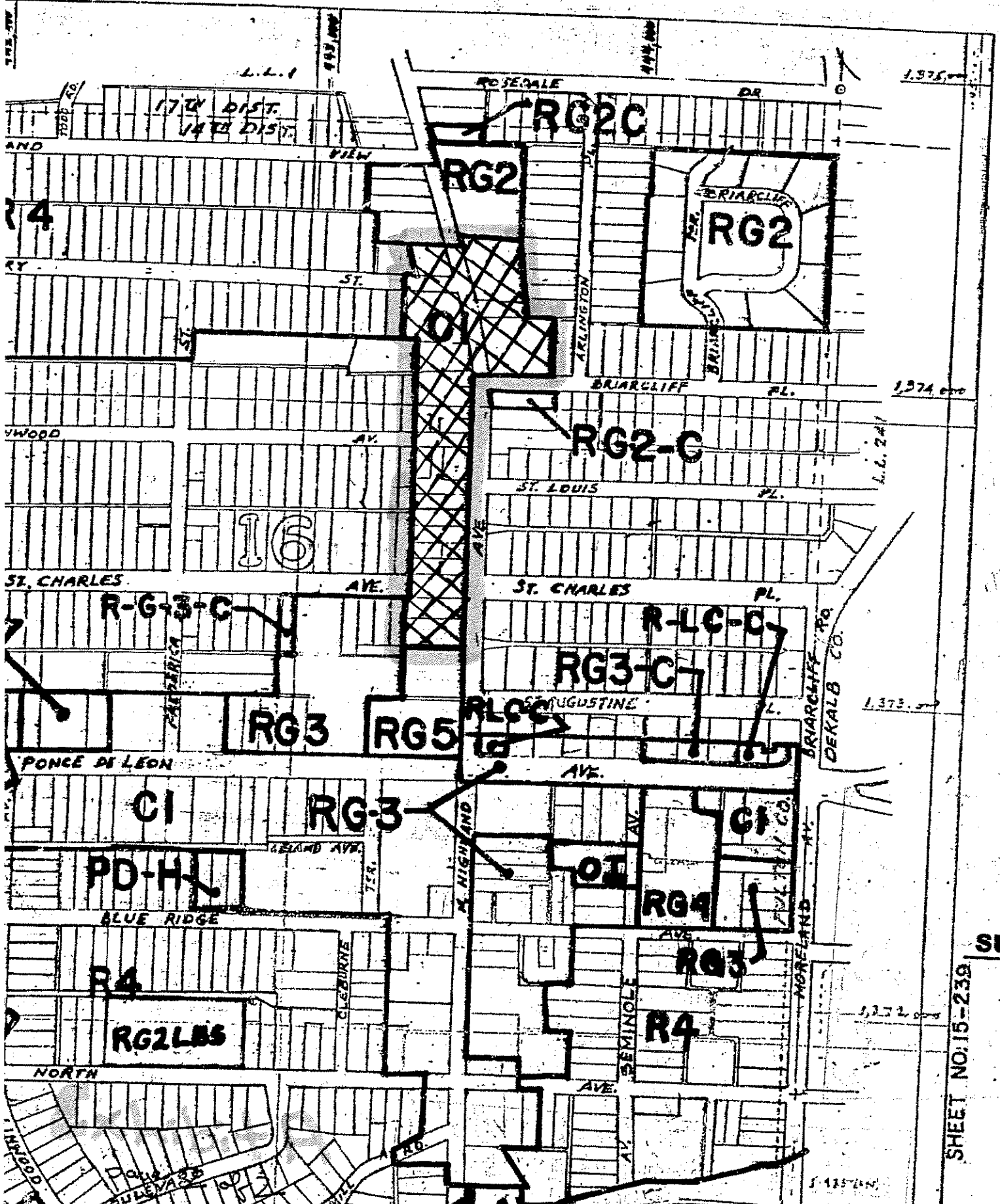
SECTION 1. That the City of Atlanta Bureau of Planning assist the Virginia-Highlands Civic Association and their consultants in the preparation of appropriate regulations for a Virginia-Highlands Neighborhood Commercial (NC) District to be applicable generally within the boundaries shown on the map

attached as Exhibit A. Said boundaries are indicated herein as a guide and may be subject to modification in the course of preparation of the regulations.

SECTION 2. That under the provisions of Section 16-32.003, nominations, recommendations and legislation establishing boundaries; specific regulations for individual neighborhood commercial districts, of the 1982 City of Atlanta Zoning Ordinance, the Bureau of Planning prepare a recommendation to the Zoning Committee of City Council as to the disposition of the proposed Virginia-Highlands Neighborhood Commercial (NC) District regulations at such time as they are completed and subsequent to review by the Bureau of Planning.

SECTION 3. That all resolutions, or parts of resolutions, in conflict with this resolution are hereby repealed.





AN ORDINANCE

06-0-0262

BY COUNCIL MEMBER JIM MADDOX

**AN ORDINANCE TO AMEND CHAPTER 1, SECTION 101.4(e) OF THE BUILDING CODE AMENDMENTS BY ADDING SUBPARAGRAPH (6) TO REQUIRE AUTOMATIC SPRINKLER PROTECTION SYSTEMS FOR ALL NEWLY CONSTRUCTED SINGLE-FAMILY DWELLINGS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS,** one of the goals of the Franklin administration is to ensure a safer Atlanta; and

**WHEREAS,** there is currently no requirement for newly constructed single-family dwellings to install automatic sprinkler protection systems; and

**WHEREAS,** an automatic sprinkler protection system has been proven to save lives and reduce property damage in the event of fire; and

**WHEREAS,** the City of Atlanta is authorized to promulgate laws and regulations necessary to promote the safety, health, and general welfare of its citizens; and

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA,** as follows:

**SECTION 1:** That Section 101.4(e) under Chapter 1 of the Building Code Amendments is hereby amended by adding the following subparagraph:

(6) All newly constructed single-family dwellings.

**SECTION 2:** All ordinances and parts of ordinances in conflict herewith are hereby repealed for purposes of the ordinance only, and only to the extent of the conflict.

**AN ORDINANCE**

**06-O-0494**

**BY COUNCILMEMBERS HOWARD SHOOK, H. LAMAR WILLIS, CARLA SMITH, CLETA WINSLOW, CLAIR MULLER, IVORY LEE YOUNG, JR., JOYCE SHEPERD, NATALYN ARCHIBONG, JIM MADDOX, KWANZA HALL AND C. T. MARTIN**

**AS SUBSTITUTED BY**

**COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

**AN ORDINANCE TO AMEND THE TREE PROTECTION ORDINANCE TO EXEMPT HOMEOWNERS FROM RECOMPENSE AND REPLACEMENT FOR ONE TREE PER YEAR; AND FOR OTHER PURPOSES.**

**WHEREAS**, the most recent City of Atlanta's Tree Protection Ordinance was adopted in January, 2003; and

**WHEREAS**, the enforcement of the Tree Protection Ordinance by the Office of Buildings, Office of Parks and the Tree Conservation Commission during the last two years has revealed areas of the ordinance that may need revisions.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

**Section 1:** The Tree Protection Ordinance shall hereinafter exempt homeowners from the recompense and replacement requirements associated with the removal of one tree per year. Accordingly, the following changes are hereby made to the Code of Ordinances:

Code of Ordinances section 158-102 shall be amended by adding a new section (c) that shall read as follows:

- (c) Each residential homeowner shall have one tree per year that is exempt from the posting, replacement and recompense portions of this article, and from section 158-102(a)(3) above, whereby the homeowner may remove the tree without posting, replacing the tree or paying recompense, provided that, when measured at 4.5 feet above ground level, the tree is entirely on the homeowner's property, and:
  - (1) The homeowner receives, or has applied for and within ninety days receives, a homestead exemption on the property from which the tree is being removed; and
  - (2) The homeowner applies for and receives a permit from the Office of Buildings for the tree removal and posts the permit visibly on her/his property. The homeowner's application must include two pictures of the tree at issue that identify the species of tree.

**Section 2:** All ordinances and resolutions in conflict herewith are hereby repealed for purposes of this Ordinance only, and only to the extent of said conflict.

AN ORDINANCE

06-0781

BY COUNCILMEMBER CLAIR MULLER

AN ORDINANCE TO AMEND PART 15, SECTION  
15-08.005 OF THE CITY OF ATLANTA LAND  
DEVELOPMENT CODE REGARDING CURVED  
STREETS; AND FOR OTHER PURPOSES.

WHEREAS, there is no definition of a curved street within the Code of Ordinances of the City of Atlanta, and therefore no specific guideline as to when Section 15-08.005(d) (3) and (4) of the Code should be applied; and

WHEREAS, there have been failed attempts, legislatively, in the past to define a curved street; and

WHEREAS, lots that are on a curved street have been given the same privileges given to lots on the ball of a cul-de-sac and corner lots; i.e. it reduces the subject lot's required frontage and side lot lines; and

WHEREAS, some subdivisions are being permitted only because the required frontage and side lot lines are being achieved through the "curved street" exception; and

WHERE, some of these "curved streets" are so slightly curved that some subdivisions have come into question and could be challenged.

NOW THEREFORE BE AND IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA AS FOLLOWS:

Section 1. That Section 15-08.005 (d) (3) shall be re-written to read:

- (3) Side lot lines on lots on the ball of a cul-de-sac shall be within 10 degrees of radial to the cul-de-sac, shall have no less than 35 feet of frontage at the street, and shall have the required amount of frontage as is specified within the applicable zoning district regulation at the required front yard setback for that lot.

Section 2. That Section 15-08.005 (d)(4) shall be amended by removing the following words from the first sentence: "and lots on curved streets".

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance shall be repealed.



<u>District</u>	<u>Dimensions of Continuous Area for Dwelling</u>	<u>Square Footage for Dwelling</u>	<u>Area for Accessory Uses</u>	<u>Developable Area Required</u>
R-1	70' x 40'	2,800	2,800	5,600
R-2	60' x 30'	1,800	1,800	3,600
R-2A	50' x 30'	1,500	1,500	3,000
R-3	50' x 25'	1,250	1,250	2,500
R-3A	40' x 25'	1,000	1,000	2,000
R-4	40' x 25'	1,000	1,000	2,000
R-5	25' x 14'	350	350	700

(d) *Layout of Building Lots.* Building lots shall be laid out and designed as follows, and no lot shall be approved unless the following standards have been met:

- (1) Lots on cul-de-sac streets shall have side lot lines which are within 10 degrees of radial to the center of the ball of the cul-de-sac, shall have no less than 35 feet of frontage on the ball of the cul-de-sac, and shall have the required amount of frontage as is specified within the applicable zoning district regulation at the required front yard building setback line for that lot.
- (2) Corner lots are required to provide a half-depth front yard setback along the side street side. Corner lots shall have a street frontage which is 10 percent greater than the amount otherwise required by the applicable zoning district regulation.
- (3) Side lot lines on curved streets shall be within 10 degrees of radial to the curved street line, shall have no less than 35 feet of frontage at the street, and shall have the required amount of frontage as is specified within the applicable zoning district regulation at the required front yard setback line for that lot.
- (4) All lots, other than lots on the ball of cul-de-sac, corner lots, and lots on curved streets, which are described in subsections (1), (2) and (3) above, shall have the amount of lot frontage required by the applicable zoning district regulation. All such lots shall have side lot lines ranging between 80 and 100 degrees except where the existing side lot lines are approximately parallel to each other and intersect the adjacent street at an angle of not less than 60 degrees, and the proposed side lot lines replicate the existing side lot line pattern.
- (5) Double-frontage lots shall be prohibited except where essential to provide separation of residential development from traffic arteries. Where such double-frontage lots are permitted, there shall be provided an undisturbed buffer zone of at least 20 feet along the major traffic artery over which there shall be no right of vehicular access.
- (6) In all historic neighborhoods, in which lot layout, patterns, and design are a part of and are directly related to identified elements of that neighborhood's character, all new lots shall conform to existing lot layout, patterns, and design, including, without limitation, orientation of lots to public streets.

- (e) Land subject to flooding and land that is topographically unsuitable shall not be platted for residential occupancy nor for other uses when to do so will create or increase danger to health, life, or property or aggravate erosion or flood hazard. Such land within the subdivision shall be set aside for such uses as shall not be endangered by periodic or occasional inundation or shall not produce unsatisfactory living conditions.
- (f) *Dedication of Land in Floodplains, Wetland Areas, Stream and Creek Beds and Areas of Severe Slope.* Any land which is located within the limits of the 100-year floodplain, within a wetland area, adjacent to a stream or creek bed, or has a slope in excess of 60 degrees may, at the option of the applicant, either be designated on the subdivision plat as an area which will remain in perpetuity as an undisturbed area or may be deeded in fee or easement to the City of Atlanta or other government or to a private not-for-profit corporation authorized to receive land grants and approved by the governing authority, or may alternatively choose neither of the options described above.
- (g) *Land Previously Used for Landfill.*
  - (1) In any application for subdivision where the site has previously been used, in whole or in part, as a landfill, no such application shall be given final approval until all of the data described in (2) below has been submitted and the commissioner of the department of public works has made a finding, based on all said data provided pursuant to two (2) below, that the subject site is safe for development.
  - (2) The applicant shall submit geotechnical data, including a description of subsurface conditions, describing the character of any materials under the proposed subdivision site that may adversely affect the stability or settlement of proposed buildings or structures, and the presence of any soil contaminant which may adversely affect the use of proposed buildings or structures and the health and safety of future occupants of the subject site. Said geotechnical data shall be certified by a registered professional engineer and shall contain the following information:
    - a. Boring logs at a frequency determined by the commissioner of the department of public works, including soils laboratory data from a recognized testing laboratory; and
    - b. Analysis of the soil composition with specific analysis to determine the presence of methane or similar hazardous gases; and
    - c. Conclusions by the engineer of record as to the suitability of the subject site for the purposes intended.

(Code 1977, § 15-08.005; Ord. No. 1995-53, § 1, 9-24-95)

06-0-1163

**AN ORDINANCE**

**BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES**

**AN ORDINANCE ADOPTING THE 2007-2012 CITY  
OF ATLANTA CAPITAL IMPROVEMENTS  
PROGRAM; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City produces a Comprehensive Development Plan (CDP) every fifteen years and produces the five year Capital Improvements Program (CIP) with annual updates; and

**WHEREAS**, this annual CIP provides guidance and direction to the City's capital project programming and budgeting process by identifying needed improvements to the capital facilities of the City; and

**WHEREAS**, these capital improvements are programmed for funding over a five year period by the annual Capital Improvements Program (CIP); and

**WHEREAS**, recommendations of the 2007-2012 CIP for projects to be funded from sources anticipated, projected or recommended have been updated to reflect current needs;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA,  
HEREBY ORDAINS:**

**SECTION 1:** That the 2007-2012 Capital Improvements Program (CIP) attached hereto and is hereby adopted to provide guidance to capital programming and budgeting decisions.

**SECTION 2:** That the specific funding recommendations of the 2007-2012 CIP for projects to be funded from sources anticipated, projected, or recommended beyond 2008 are tentative and subject to further refinement in the 2004-2019 CDP and CIP processes.

**SECTION 3:** That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

**DRAFT**

# **CITY OF ATLANTA**



## **CAPITAL IMPROVEMENTS PROGRAM**


**2007-2012**

05-30-2006

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Simone D. Brathwaite 

Contact Number: x 6310

Originating Department: Planning and Community Development

Committee(s) of Purview: Community Development and Human Resources

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30-31, 2006 Full Council Date: June 5, 2006

Commissioner Signature see attached

**CAPTION**

AN ORDINANCE ADOPTING THE 2007-2012 CITY OF ATLANTA CAPITAL IMPROVEMENTS PROGRAM; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT:

Mayor's Staff Only

Received by Mayor's Office:

(date)

Reviewed by:

(date)

Submitted to Council:

(date)

RCS# 272  
6/05/06  
2:58 PM

Atlanta City Council

REGULAR SESSION

CONSENT II

CONSENT II PG(S) 25-33

REFER

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 3  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT II

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-40

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1416-1454 AND 1449 & 1451 VAUGHN STREET, 1454 & 1458 MEMORIAL DRIVE, 1411-1453 WOODBINE AVENUE, AND 124 & 134 MONTGOMERY STREET SE** FROM THE "SINGLE FAMILY RESIDENTIAL" LAND USE DESIGNATION TO THE "MEDIUM DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-O

COUNCIL DISTRICT 5

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

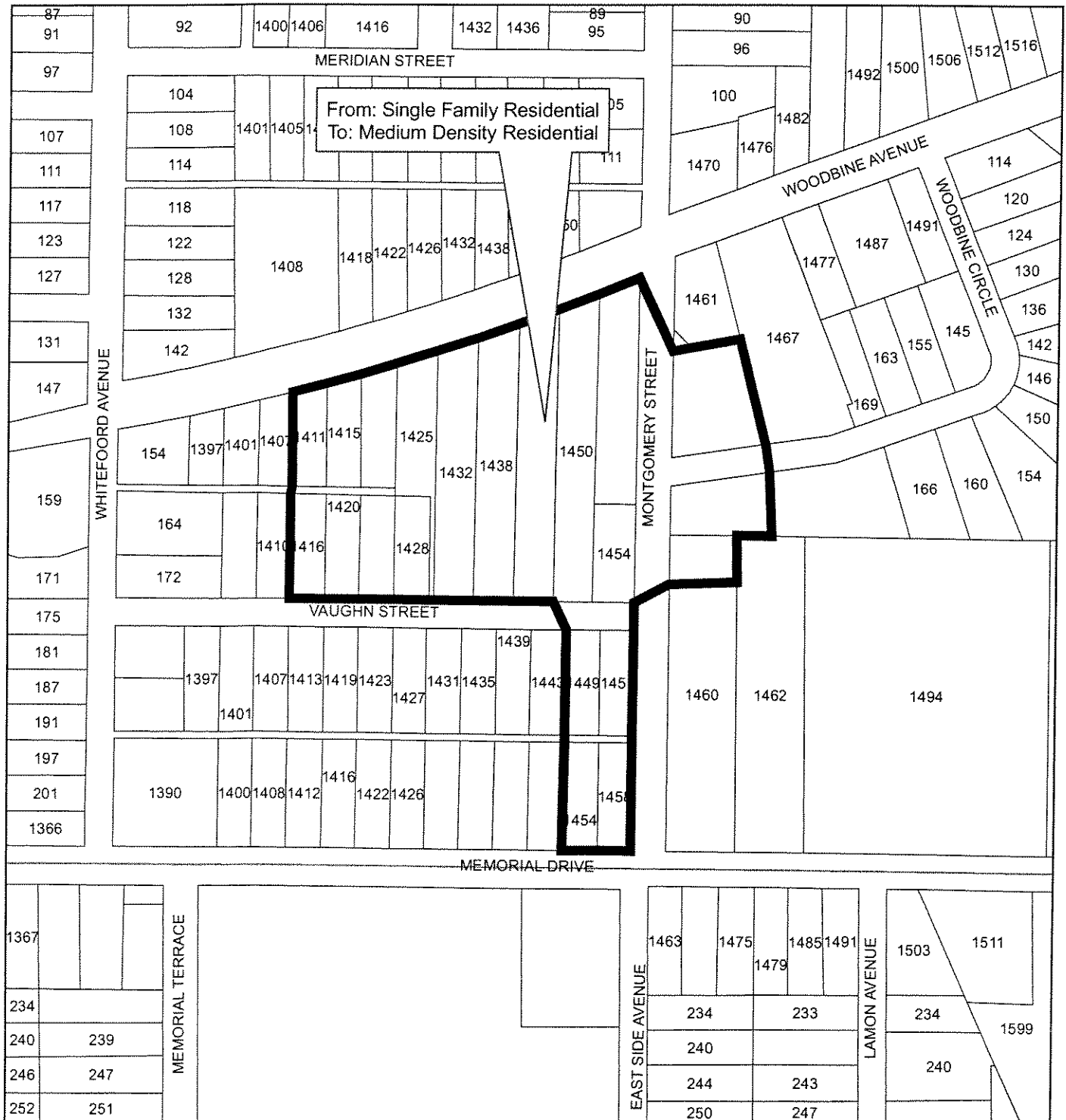
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1416-1454 and 1449 & 1451 Vaughn Street, 1454 & 1458 Memorial Drive, 1411-1453 Woodbine Avenue, and 124 & 134 Montgomery Street SE** from the "*Single Family Residential*" land use designation to the "*Medium Density Residential*" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lots 207 & 208 of the 15<sup>th</sup> District of DeKalb County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CDP-06-40**  
**1449-1451 & 1416-1454 Vaughn Street**  
**1454-1458 Memorial Drive**  
**1411-1453 Woodbine Avenue**  
**124 & 134 Montgomery Street**

**EXHIBIT 'A'**





RCS# 272  
6/05/06  
2:58 PM

Atlanta City Council

REGULAR SESSION

ONSENT II

CONSENT II PG(S) 25-33

REFER

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 3  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT II

06- 0-1186

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-42

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1155 HILL STREET, SE** FROM THE "INDUSTRIAL" LAND USE DESIGNATION TO THE "VERY HIGH DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-Y

COUNCIL DISTRICT 1

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1155 Hill Street, SE** from the "Industrial" land use designation to the "Very High Density Residential" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 55 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

RCS# 272  
6/05/06  
2:58 PM

Atlanta City Council

REGULAR SESSION

CONSENT II

CONSENT II PG(S) 25-33

REFER

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 3  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT II

06-0-1187

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-43

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **156-212 LAKEWOOD WAY, SE** FROM THE "SINGLE FAMILY RESIDENTIAL" LAND USE DESIGNATION TO THE "MEDIUM DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-Y

COUNCIL DISTRICT 12

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

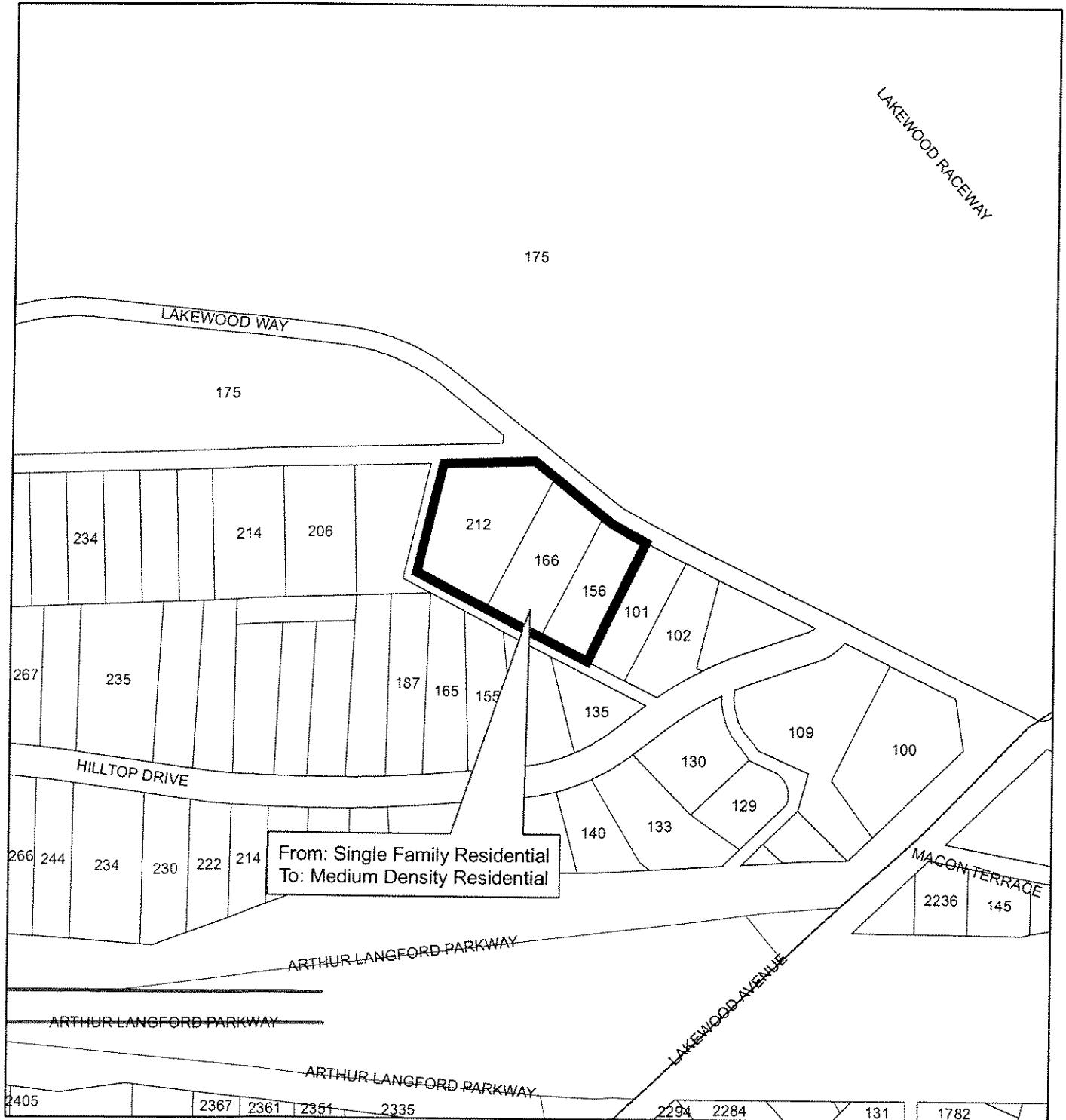
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **156-212 Lakewood Way, SE** from the "Single Family Residential" land use designation to the "Medium Density Residential" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 71 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

**CDP-06-43**  
**156-212 Lakewood Way**

**EXHIBIT 'A'**



RCS# 272  
6/05/06  
2:58 PM

Atlanta City Council

REGULAR SESSION

ONSENT II

CONSENT II PG(S) 25-33

REFER

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 3  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT II

06- 0 -1192

CDP-06-45

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT AND  
HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN THE **MEMORIAL DRIVE CORRIDOR STUDY PLAN**, FROM *VARIOUS LAND USE DESIGNATIONS* TO *VARIOUS LAND USE DESIGNATIONS*, AND FOR OTHER PURPOSES.

NPU's "V" and "W"

COUNCIL DISTRICTS 1 & 5

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to re-designate property that is located in the **Memorial Drive Corridor Study Plan** from *various land use designations* to *various land use designations*, and for other purposes.

That all tract or parcels of land are lying and being in Land Lots 21, 44, 45, 52 and 53 of the 14<sup>th</sup> District of Fulton County, Georgia. Said properties are more specifically shown on "Attachment 'A'" and "Attachment B" which is hereby made part of this ordinance.

Section 2: That all ordinances or parts of ordinances in conflict with this ordinance shall be repealed.

RCS# 272  
6/05/06  
2:58 PM

Atlanta City Council

REGULAR SESSION

CONSENT II

CONSENT II PG(S) 25-33

REFER

YEAS: 13  
NAYS: 0  
ABSTENTION 0  
NOT VOT 3  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT II



AN ORDINANCE  
BY COUNCILMEMBER CLAIR MULLER



**AN ORDINANCE TO AMEND PART 15 OF THE LAND DEVELOPMENT  
CODE OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA  
TO ALLOW FOR THE CREATION OF CONSERVATION  
SUBDIVISIONS IN THE CITY OF ATLANTA AND TO PROVIDE  
STANDARDS FOR THEIR IMPLEMENTATION; AND FOR OTHER  
PURPOSES.**

**WHEREAS**, the City of Atlanta continues to be one of the fastest growing cities in both the State of Georgia and the United States; and

**WHEREAS**, the continuing population growth in Atlanta will result in increasing demands for dwindling Green Space, Open Space and natural resources and might result in the continuing decline of the city's environment; and

**WHEREAS**, the preservation of Green Space and Open Space is an important step in sustaining the environmental integrity of the City of Atlanta; and

**WHEREAS**, there is a need for broad-based planning to provide for effective protection and conservation of the city's Green Space and Open Space while continuing to allow appropriate development and growth; and

**WHEREAS**, Conservation Subdivisions provide an effective tool in protecting Atlanta's natural diversity and resources while reducing conflicts between the protection the city's Green Space and Open Space and the reasonable use of our land resources for economic development; and

**WHEREAS**, Conservation Subdivisions can provide for the efficient use and protection of our natural and economic resources while promoting greater sensitivity to the importance of preserving our land resource elements; and

**WHEREAS**, Conservation Subdivisions provide a voluntary and effective planning process that can facilitate early coordination to protect the interests of the city and our residents; and

**WHEREAS**, this process should encourage the active participation and support of landowners and others in the conservation and stewardship of our land resources within the City of Atlanta.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF ATLANTA, as follows:**

SECTION 1: That all of Part 15 of the Land Development Code of the Code of Ordinances of the City of Atlanta shall be deleted in its entirety and replaced with the following:

Part 15

**LAND SUBDIVISION ORDINANCE\***

**Section 15-01.001. Title.**

This part shall be known and may be cited as the "Land Subdivision Ordinance of the City of Atlanta."

**Section 15-02.001. Authority.**

This part is enacted pursuant to the City of Atlanta's exclusive planning authority granted by the Constitution of the State of Georgia, including but not limited to article 9, section 2, paragraph 4, and article 9, section 2, paragraph 3, as well as authority granted by the General Assembly of the State of Georgia, including but not limited to O.C.G.A. section 36-70-3, the City of Atlanta Charter, sections 3-601 through 3-603, 8-115, and Appendix I, subsection 43, the general police powers, and other authority provided by state and local laws applicable hereto.

**Section 15-03.001. Purpose and intent.**

The purpose and intent of the governing authority of the City of Atlanta in enacting this part are as follows:

- (a) To regulate the development of new housing throughout the neighborhoods in the city for persons of all income groups.
- (b) To regulate cost effective housing developments while assuring that minimum standards of public health, safety, and welfare are met.
- (c) To protect and enhance the quality and character of existing neighborhoods while encouraging the development of new subdivisions.
- (d) To promote subdivision layout and housing design so as to promote privacy for residents.
- (e) To provide for the creation and subsequent development of individual building lots in residential zoning districts within the City of Atlanta which are consistent with the requirements of this part; in conformance with the requirements of the Zoning Ordinance, part 16 of this code; in conformance with chapter 38 of this code governing the department of public works; and any other applicable part of this code. To provide residential lot design standards that permits flexibility in order to promote environmentally sensitive and efficient uses of the land
- (f) To provide for the development of one- and two-family housing in which each dwelling unit is arranged in an orderly pattern of development, consistent with the design standards contained in this part, with direct and exclusive access to a public

street so as to assure ease of safe access for the occupants and to assure accessibility in the provision of all public services, including emergency services.

- (g) To provide standards for the development of public streets and sidewalks and of other utility systems to adequately serve all dwelling units.
- (h) To provide through the administration of specific standards and criteria that new development or redevelopment within existing neighborhoods is compatible with the character of the existing neighborhood.
- (i) To assure that individual building lots have adequate width and area and an adequate building site, and, where necessary, because of the existence of wetlands or land within a flood hazard area, or, the creation of a corner lot, to require additional lot width and/or area to assure an adequate building site and an orderly arrangement of housing.
- (j) To assure through the administration of specific standards and criteria that any new development which is otherwise permitted within designated landmark, historic, and conservation districts is consistent with the character of such districts pursuant to this part and to the requirements of chapter 20 of part 16 of this code.
- (k) To assure the provision of open space, landscaped areas and natural areas on residential building lots and to encourage the provision of both public and private common open space.
- (l) To minimize disturbance of natural topography, tree cover, and natural drainage ways.
- (m) To assure the design of new streets, sidewalks and driveways in a manner which will assure safe streets, sidewalks and bikeways.
- (n) To promote the public health and safety by restricting development of new building lots within the floodplain as hereinafter defined.
- (o) To promote safe pedestrian and bikeway systems.
- (p) To support and implement applicable planning and developmental elements of the comprehensive development plan.
- (q) To provide residential lot design standards that permits flexibility in order to promote environmentally sensitive and efficient uses of the land
- (r) To preserve in perpetuity unique or sensitive natural resources such as groundwater, floodplains, wetlands, streams, steep slopes, woodlands and wildlife habitat.
- (s) To preserve important historic and archaeological sites.
- (t) To permit clustering of houses and structures on less environmentally sensitive soils, which will reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for residential development.
- (u) To reduce erosion and sedimentation by minimizing land disturbance and removal of vegetation in residential development.
- (v) To promote interconnected greenways and corridors throughout the community.
- (w) To promote contiguous greenspace with adjacent jurisdictions.
- (x) To encourage interaction in the community by clustering houses and orienting them closer to the street, providing public gathering places and encouraging use of parks and community facilities as focal points in the neighborhood.
- (y) To encourage street designs that reduces traffic speeds and reliance on main arteries.
- (z) To promote construction of convenient landscaped walking trails and bike paths both within the subdivision and connected to neighboring communities, businesses, and facilities to reduce reliance on automobiles.

- (aa) To conserve scenic views by maximizing the number of houses with direct access to open space.

**Section 15-04.001. Scope of regulations.**

- (a) This part shall govern the subdivision of land establishing one-family and two-family building lots within the City of Atlanta.
- (b) No permit shall be issued for the development of any one- or two-family building lot until such lot shall have been approved pursuant to the procedures set forth in this part.

**Section 15-05.001. Conformance with applicable parts.**

No application for subdivision shall be approved unless each application, including each proposed lot therein, complies with all of the terms of chapters 130, 134, 138 and 154 and part 16 of this Code and with the provisions of Sections 15-06.001 through 15-09.008 *Part A and Part B* of this Part.

**Section 15-06.001. Definitions.**

As used in this part, unless specifically stated otherwise, the following terms mean and include:

- (a) *ADT (Average Daily Traffic)* means the average number of vehicles per day that pass over a given point.
- (b) *Alley* means a private street designed to serve only as a secondary means of access to the side or rear of properties whose principal frontage is on a public street.
- (c) *Amenity area* means an area of land that: (1) is held in common ownership by owners of the applicable subdivision; (2) consists of permanent open space; and (3) is permanently maintained by the collective owners.
- (d) *Applicant* means a person submitting an application for land subdivision pursuant to this part.
- (e) *Application* means a formal request for land subdivision made pursuant to this part.
- (f) *Arterial street* means a multilane street that functions to move traffic from one district of the city to another and which is not designed to serve individual residences.
- (g) *Bicycle lane* means a lane within a street that is reserved and marked for the exclusive use of bicycles.
- (h) *Bicycle path* means a pathway, usually separated from the street, designed specifically for bicycling, and upon which motorized traffic is prohibited.

- (i) *Bikeway* means a bicycle lane or a bicycle path.
- (j) *Buildable area* means that area of the lot available for the construction of a dwelling and permissible accessory uses after having provided the required front, side, rear and any other special yards required by this part or by part 16 of this code.
- (k) *Character* means a distinctive quality or set of qualities, not including architectural style, of the natural or built environment that can be identified by prevalent objective features such as street design and pattern, lot pattern, tree cover, topographical conditions, setbacks and similar features by which a street, block, or neighborhood may be distinguished from other streets, blocks or neighborhoods.
- (l) *Collective detention area* means an area of land that is intended to serve as a stormwater collection facility and that meets the definition of amenity area.
- (m) *Common open space* means an undeveloped land with a conservation subdivision that has been designated, dedicated, reserved, or restricted in perpetuity from further development and is set aside for the use and enjoyment by residents of the development. Common open space shall not be a part of individual residential lots. It shall be substantially free of structures, but may contain historic structures and archeological sites including Indian mounds, and/or such recreational facilities for residents as indicated on the approved development plan.
- (n) *Conservation easement* means the grant of a property right or interest from the property owner to a unit of government or nonprofit conservation organization stipulating that the described land shall remain in its natural, scenic, open or wooded state, precluding future or additional development.
- (o) *Conservation subdivision* means residential developments in which a significant portion of the lot is set aside as undivided, permanently protected open space, while houses are clustered on the remainder of the property or which the lot has features which are determined to be contributable to public interest.
- (p) *Cul-de-sac* means a local street with one outlet and having a circular area at its other end for the reversal of traffic movement.
- (q) *Developable Area* means that portion of the buildable area of a lot that does not lie within a floodplain, wetland, area of severe slope, or the required 15-foot setback adjacent to a floodplain set forth in chapter 21 of part 16 of this code.
- (r) *Development envelops* means areas within which grading, lawns, pavement and buildings will be located.
- (s) *Director* means the director, bureau of planning.
- (t) *Final Plat* means the final map of an entire subdivision or the final map of a portion of an entire subdivision that is presented for final approval.

- (u) *Floodplain* means an area or areas of land presently having natural or manmade contours of elevation at or below the base flood elevation shown on the flood hazard district maps adopted as a part of part 16 of this code and those areas of land which are not so shown in the flood hazard district maps where inundation is likely to occur during a base flood as determined from by engineering studies to determine the probable depth of such floodwaters. See section 16-21.003.
- (v) *Historic neighborhood* means any neighborhood which is listed on or is eligible for listing on the National Register of Historic Places established by the National Historic Preservation Act of 1966, as amended.
- (w) *Homeowners association* means a community association incorporated or not incorporated, combining individual home ownership with shared use or ownership of common property or facilities.
- (x) *Landscaped areas* means those portions of building lots on which trees, shrubs and other plant material are located and maintained, primarily as a result of human intervention.
- (y) *Lot* means a parcel of land, designed to be used for the development of a one- or two-family dwelling, that meets the requirements of this part and part 16 of this code and has been given final approval by the director and has been recorded in the records of the Clerk of the Superior Court of Fulton or DeKalb County, as is appropriate.
- (z) *Major collector street* means a multilane street that functions to move traffic from residential streets to arterial streets.
- (aa) *Natural areas* means those portions of building lots which are maintained with their natural topographic features and on which plant material and water exist through natural growth and maturation.
- (bb) *Nonaccess Reservation* means a parcel of land through which no form of vehicular access is permitted.
- (cc) *Open space* means land on which no structural elements are present.
- (dd) *Orderly pattern of development* means a systematic, consistent arrangement of lots and residential structures.
- (ee) *Parent lot* means the existing lot of record, as identified by individual tax parcel numbers, as of the effective date of this ordinance.

**Section 15-07.001. Applications.**

- (a) All applications for the subdivision of land within the City of Atlanta shall be filed with the bureau of planning on forms promulgated by said bureau.
  - (1) The bureau of planning shall take no action regarding any application unless and until said application contains all data and information required by this part.
  - (2) No application shall be deemed to be "filed" unless and until it contains all data and information required by this part, fees have been paid, and is properly signed and authorized.
  - (3) If any application is incomplete, the applicant shall be notified in writing within 10 days of receipt of said incomplete application.
- (b) Before submitting an application for a subdivision, the applicant shall schedule an appointment with the Bureau of Planning staff to discuss the procedure and requirements for approval of a subdivision.
  - (1) The applicant should have available at this appointment a preliminary subdivision concept plan.
  - (2) The Bureau of Planning staff will review the preliminary subdivision concept plan for purposes of recommending subdivision classification- traditional or conservation.
- (c) Proposals classified as a traditional subdivision will require the submission of materials in accordance with Part A of the Subdivision Ordinance. If any application is deemed incomplete, the applicant shall be notified in writing within ten (10) days of receipt of said incomplete application.
- (d) Classification as a conservation subdivision shall be made in accordance with the Conservation Subdivision Trigger Area Guidelines.
  - (1) Proposals for conservation subdivision will require that the applicant participate in a technical conference.
  - (2) The purpose of the preliminary technical conference is to review the proposed development to determine the application of flexible design standards that would promote preservation of natural resources and efficient uses of land.
  - (3) The applicant will be required to submit a series of maps and descriptive information as a part of the technical conference and as described in Section 15-05.001 Part B Application Requirements.
  - (4) The applicant shall be informed during the initial meeting of the materials that must be that must be presented for the preliminary technical conference and the date, time and place for the conference.
- (e) If the applicant does not desire to participate in the technical conference, the Subdivision Review Committee will develop its recommendations based on materials received in the application.

- (1) The recommendations will be forwarded to the Commissioner of Public Works and the Director of the Bureau of Planning for review and action.
- (2) If the applicant joins in the technical conference, opportunities for establishing flexible design standards may be further maximized, changes may be readily made in the original proposal, further conferences may be held and additional material may be requested to guide in determinations.
- (3) In the course of such technical conferences, any recommendations for changes shall be recorded in writing, with reasons therefore, and shall be transmitted to the applicant and the Subdivision Review Committee.

**Section 15-07.002. Application forms and data required.**

Applications for the subdivision of land shall conform to the following requirements:

- (a) Each application shall be typewritten and shall contain the signature of the owner or, if more than one, all owners of the property which is the subject of the application, which signature(s) shall authorize the filing of said application.
- (b) Each application shall be accompanied by a proposed subdivision plat which shall conform to all applicable requirements of this part. Said proposed subdivision plat shall conform to the minimum requirements of applicable state law, and be prepared, signed and sealed by a professional land surveyor registered and licensed to practice in the State of Georgia.
- (c) The applicant shall provide a reasonable representation of the proposed subdivision drawn on the most recent City of Atlanta topographic map with existing building footprints at a scale of one (1) inch equals 200 feet. Said drawing shall include street and curb lines and proposed lot lines.
- (d) Applicants requesting approval of a preliminary subdivision plat shall provide all of the data required in sections 15-07.003. and 15-07.008. below.
- (e) Applicants requesting approval of a final subdivision plat shall provide all of the data required in sections 15-07.004 and 15-07.009. below.

**Section 15-07.003. Traditional Subdivision : Preliminary plat data.**

Each application for approval of a preliminary subdivision plat and the accompanying construction drawings shall be supported by the following documentation:

- (a) Twelve (12) copies of each preliminary plat shall be submitted and shall be at a scale not smaller than fifty (50) feet to one (1) inch, and sheet size shall not exceed 24 X 36 inches.
- (b) For any proposed new street installations, the following is required:
  - (1) suggested street names;
  - (2) right-of-way and street widths;
  - (3) central angles of proposed street intersections with existing street intersections;



- (4) dimensions of radii of any street curvatures based on centerline stationing;
- (5) dimensions of radii to face of curb and right-of-way for any proposed cul-de-sac;  
and
- (6) profiles based on proposed centerline stationing, including all vertical curve data  
and grades; similar data for alleys, if any.
- (c) All proposed lots, with dimensioned lot lines and areas in square feet and acreage  
(minimum three-place accuracy), lot numbers, and block numbers.
- (d) Sites, if any, to be dedicated or reserved for parks, playgrounds, schools or other  
public uses, together with the purpose and the conditions or limitations of such  
dedication, if any.
- (e) Boundary lines from actual field-run survey records and minimum building setback  
lines (front, side, rear) for all lots.
- (f) Easements, including their location, width, and purpose.
- (g) Existing streets on and abutting the tract, including names, right-of-way width,  
pavement width and location.
- (h) Provisions for the installation of an overhead street lighting system approved by the  
bureau of traffic and transportation to be paid for by the developer addressing pole  
type, pole locations, size, type, and number of lamps.
- (i) Other conditions on the tract that are visually identifiable, or are a matter of public  
record, or are known to the applicant, including but not limited to the following:
  - (1) landfills;
  - (2) watercourses;
  - (3) utility lines and utility structures including but not limited to the following:
    - a. sanitary and storm sewer;
    - b. water;
    - c. gas;
    - d. power;
    - e. telephone; and
    - f. overhead streetlighting and similar utility structures.
  - (4) foundations or buried structures;
  - (5) borrow pits;
  - (6) abandoned wells;
  - (7) burial pits;
  - (8) leach fields;
  - (9) septic tanks;
  - (10) drain fields;
  - (11) soil contaminated areas and similar features.
- (j) Title under which proposed subdivision is to be recorded, if known, with name,  
address, and telephone number of owner and designer.

- (k) A vicinity map at a scale of one (1) inch equals 2,000 feet identifying the proposed site and showing the relationship of the proposed subdivision to the platting pattern of the surrounding area.
- (l) Scale, data, north arrow, date of survey, date of plat, date of any revisions to plat, land lot number, district number, and county.
- (m) Present zoning district classification(s).
- (n) The plat shall contain sufficient horizontal control data to determine readily and reproduce on the ground the proposal being defined with distances, bearings, curve data of the overall parcel boundary and the centerline of any proposed street.
  - (1) All work shall be referenced to the Georgia Plane Coordinate System.
    - a. If a control monument point is located within 500 feet of the site, the site shall be tied to that monument with traditional ground survey procedures.
    - b. If greater than 500 feet, Global Positioning Systems (GPS) methodology shall be employed to establish the coordinate relationship.
  - (2) The information furnished shall be dimensionally accurate to the nearest one-hundredth of a foot with bearing accuracy to the nearest 10 seconds.
  - (3) Curve data shall include, but is not limited to:
    - a. the radius;
    - b. arc length;
    - c. chord length;
    - d. chord bearing;
    - e. and delta angle.
  - (4) All horizontal control data shown on the plat shall be capable of producing a closure in which the coordinated error does not exceed one (1) foot in 10,000 feet.
- (o) Actual field-run topographic survey which produces an existing topographical representation of the area within twenty-five (25) feet of the right-of-way of any proposed street or any proposed earth-disturbing activity in two-vertical-foot contour elevations, with any proposed grading activities also shown with two-foot contour intervals superimposed. Topographic representations shall also include all watercourses, wetlands, and all 100-year floodplains as shown on the applicable maps adopted by the mayor and city council. In addition, plans shall show two-foot contour elevations from city maps for the entire site.
- (p) A general summary of supporting plans, surveys, documents, and engineering calculations with appropriate professional signatures and seals, as follows:
  - (1) Field-run topographic survey of that portion of the site specified in (o) above.
  - (2) A survey of the site depicting horizontal and vertical control data from actual field-run survey signed and sealed by a registered land surveyor licensed to practice in the State of Georgia as referenced in subsection N.
  - (3) Construction plans, signed and sealed by a registered professional engineer licensed to practice in the State of Georgia, consisting of the following:

- a. Plans, profiles, and cross sections of proposed streets, cul-de-sacs, sidewalks and similar paved surfaces with all appropriate details.
- b. Plans, profiles, and details of all proposed sanitary and storm sewers.
- c. Plans and details of any proposed storm water management facilities.
- d. Hydraulics of storm sewers, including capacities of intakes, pipe capacities, gutter spreads and velocities of flows, and capabilities of downstream creeks, conduits, and structures receiving storm runoff from proposed subdivision activities.
- e. Hydrology and hydraulics of stormwater management systems and/or detention facilities including time-stage - storage relationships, backwater surface profiles and related calculations.
- f. Determination of all 100-year floodplain elevations for watercourses.
- g. Certification of compliance with all appropriate federal, state, and local wetland identification, protection and regulatory requirements.
- h. Records of easements, covenants and restrictions on the land, whether existing or proposed, and evidence of current ownership based on the results of current deed research.
- i. Compliance and construction plan preparation to address required soil and erosion control provisions as required by chapter 138 of this code.
- j. Bicycle paths and on-street bicycle lanes that have been designated on the Bicycle Trail Map approved by the governing authority.

**Section 15-07.004. Traditional subdivision; Final plat data.**

The final plat shall conform to the preliminary plat as approved. The final plat shall be an ink drawing on mylar stock which shall not exceed 17" by 22" in size. The plat shall be reproducible and shall produce totally legible copies. The plat shall contain all of the following information:

- (a) Sufficient horizontal control data to determine readily and reproduce on the ground the actual constructed subdivision, including the overall total parcel and each subdivided lot, and all public rights-of-way limits, being defined with distances, bearings, and curve data.
  - (1) All work shall be referenced to the Georgia Plan Coordinate System.
  - (2) The information furnished shall be dimensionally accurate to the nearest one-hundredth of a foot with bearing accuracy to the nearest 10 seconds.
  - (3) Curve data shall include, but not be limited to, the radius, arc length, chord length, chord bearing and delta angle.
  - (4) All horizontal control data shown on the plat shall be capable of producing a closure in which the coordinated error does not exceed one (1) foot in 10,000 feet.
  - (5) The areas of all subdivided lots shall be shown in square footage and in acreage to three-place minimum accuracy.

- (6) The documentation of survey accuracy, areas of parcels, and acceptable errors of closure shall be verified with coordinated calculations.
- (7) In addition, tract boundary corners shall be dimensioned to the nearest developed public street right-of-way and/or land lot line or corner.
- (b) The graphic representation of all boundary lines, right-of-way limits of all streets, face of curblines of all streets, minimum building setback lines with dimensions for front, side, and rear lines, property lines of all residential lots and other sites, lot identifying numbers, all sanitary and storm sewers, existing or proposed, along with associated structures, and any other existing structures.
- (c) The name, right-of-way width, and street width from face of curb to face of curb of each street or other right-of-way.
- (d) The location, dimensions, and purposes of all easements and any areas to be dedicated to public use or sites for other than residential use with notes stating their purposes and limitations.
- (e) The location of all existing creeks, watercourses, stormwater management facilities, wetland definition and/or protection limits, and any required protective buffer zones or limits with appropriate notations.
- (f) The location of 100-year storm floodplain contour and its respective elevation.
- (g) Notation of any covenant which will be part of the final plat.
- (h) The title, name, location of the subdivision, north arrow, date, scale, land lot number, district number, and county.
- (i) Lots or sites numbered in numerical order and blocks lettered alphabetically.
- (j) Accurate location, material, and description of monuments and markers.
- (k) *Acknowledgments*. The following acknowledgments and approvals shall appear on the original mylar tracing of the final plat:
- (1) Surveyor's acknowledgment statement and seal: "It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made under my supervision.

By \_\_\_\_\_

Registered Georgia Land

Surveyor's Number \_\_\_\_\_

Date \_\_\_\_\_ "

RCS# 287  
6/05/06  
4:13 PM

Atlanta City Council

REGULAR SESSION

06-O-0495

AMEND PT 15 LD CODE ALLOW CREATION OF  
CONSERVATION SUBDIVISION  
REFER TO CDHR

YEAS: 14  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 1  
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	E Borders

06-O-0495

**A RESOLUTION BY  
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

**A RESOLUTION ADOPTING THE ENGLISH AVENUE REDEVELOPMENT PLAN  
UPDATE INTO THE CITY OF ATLANTA'S 2004-2019 COMPREHENSIVE  
DEVELOPMENT PLAN; AND FOR OTHER PURPOSES.**

**WHEREAS**, in 1998 the City of Atlanta adopted the English Avenue Community Redevelopment Plan ("CRP") for the purpose of developing a comprehensive approach towards reinvestment in the English Avenue Community; and

**WHEREAS**, the English Avenue Neighborhood Association (EANA) determined that based on the resurgence of development and growth in the English Avenue area that the 1998 CRP should be updated; and

**WHEREAS**, the residents and property owners in the English Avenue Community worked with the City's Bureau of Planning Staff, and a consultant led by Urban Collage, Inc., to assemble an accurate picture of the conditions that actually exist in the English Avenue Community, and develop an approach for redevelopment and growth based on a community consensus; and

**WHEREAS**, this planning document entitled the English Avenue Community Redevelopment Plan Update ("Plan") was developed based upon the direct input of the residents, property owners, business owners, and stakeholders in the study area; and

**WHEREAS**, the City Council desires to adopt the aforesaid plan as a guide for future development.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES** that the English Avenue Redevelopment Plan Update, a copy of which is attached hereto as Exhibit A, is hereby adopted by reference as a component of the City of Atlanta's 2004-2019 Comprehensive Development Plan.

**BE IT FURTHER RESOLVED**, that all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Terry Grandison - Terry Grandison

Contact

Number: 6946

Originating Department: Planning & Community Development

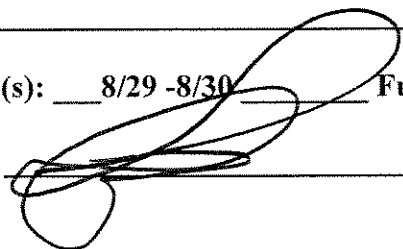

Committee(s) Community Development and Human Resources Committee

Council

Deadline: 8/14/06

Committee Meeting Date(s): 8/29 - 8/30 Full Council Date: 9/5/06

Commissioner Signature

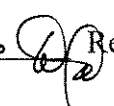
 

CAPTION

A RESOLUTION ADOPTING THE ENGLISH AVENUE REDEVELOPMENT  
PLAN UPDATE INTO THE CITY OF ATLANTA'S 2004-2019  
COMPREHENSIVE DEVELOPMENT PLAN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by Mayor's Office: 8.15.06  Reviewed by: \_\_\_\_\_  
(date) (date)

Submitted to Council: \_\_\_\_\_  
(date)

**LARGE ATTACHMENT:**

**DOCUMENT(S),**

**MANUAL(S)**

**OR**

**MAP(S)**

**NOT COPIED,**

**PULL ORIGINAL**

**FOR COPY OR TO VIEW**



06- 0 -1875

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-05-37

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN BELTLINE TRACT-1 (PIEDMONT ROAD/PARK DRIVE) *FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS*, AND FOR OTHER PURPOSES.

NPU-F

COUNCIL DISTRICT- 6

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate properties that are located in the **Beltline Tract-1 (Piedmont Park/Park Drive)** from various *land use designations* to various *land use designation*, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 55 of the 17<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

# EXHIBIT "A"

## Beltline Tract 1

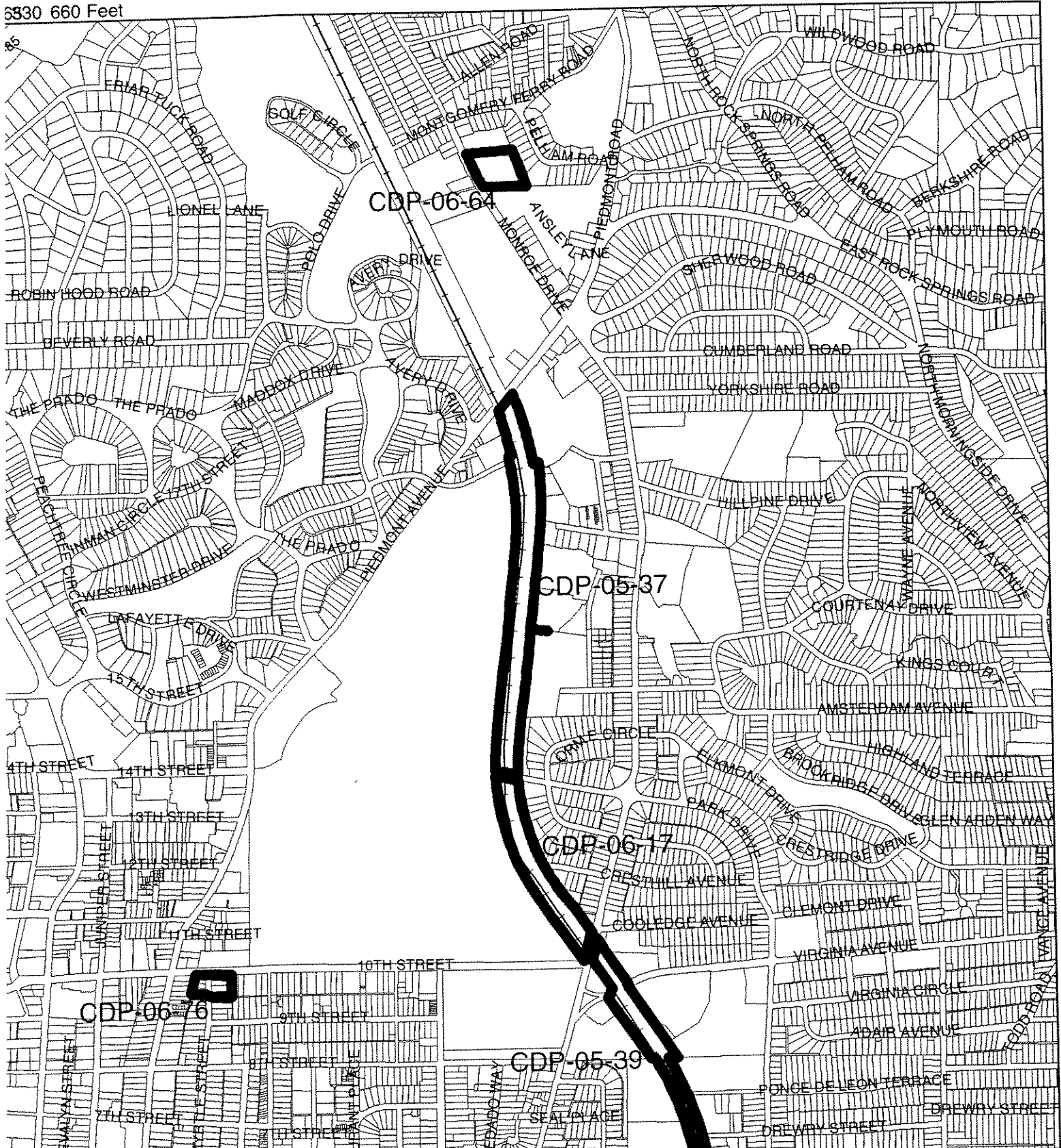


0 500 Feet



# EXHIBIT 'A'

6330 660 Feet



06- 0 -1876

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-05-38

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN BELTLINE TRACT-2 (PARK DRIVE TO MONROE DRIVE) *FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS*, AND FOR OTHER PURPOSES.

NPU-F

COUNCIL DISTRICT- 6

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate properties that are located in the **Beltline Tract-2 (Park Drive to Monroe Drive)** from various *land use designations* to various *land use designation*, and for other purposes.

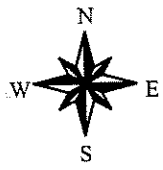
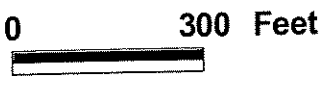
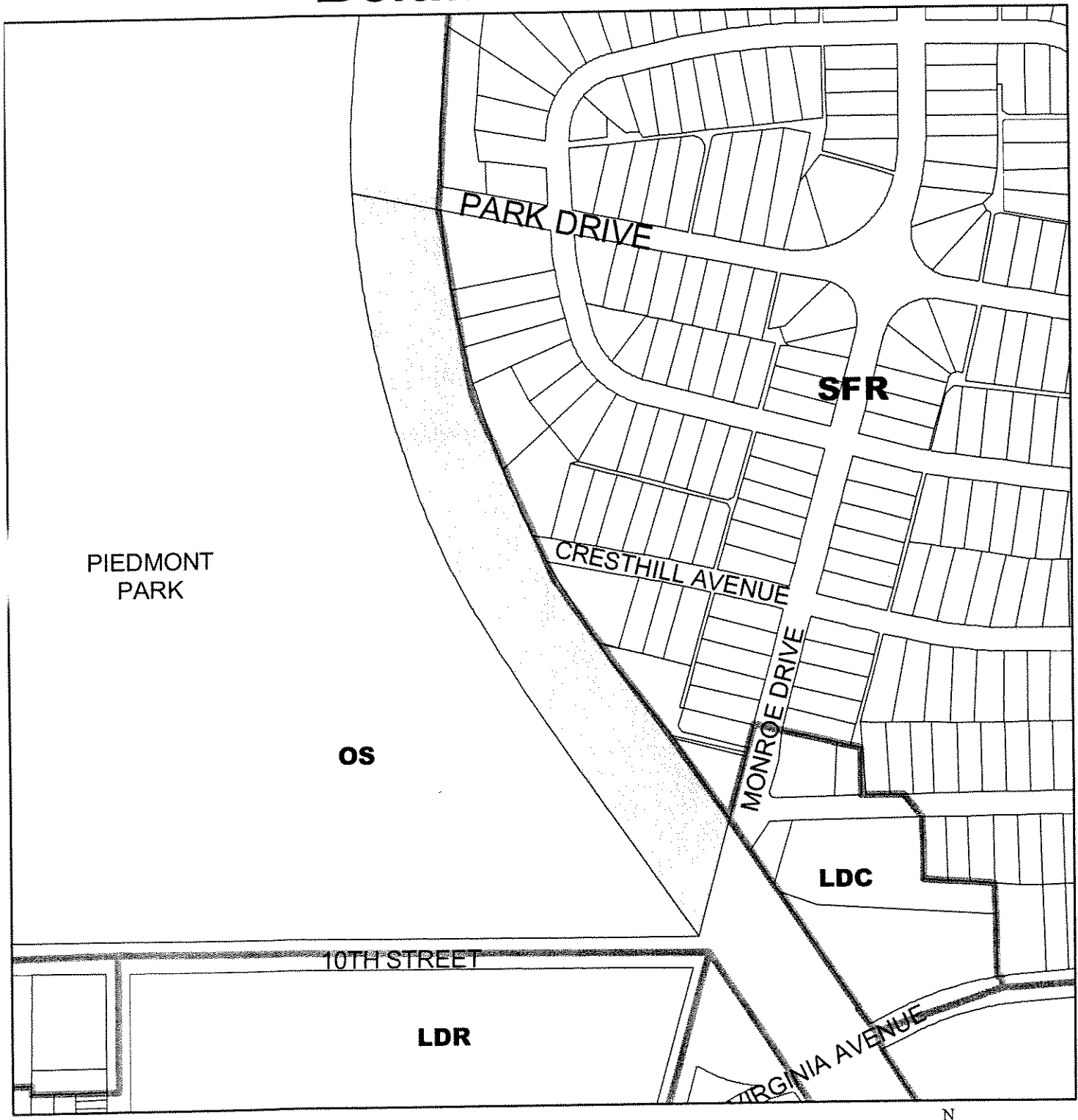
All that tract or parcels of land lying and being in *Land Lot 54 of the 17<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

H-12

# EXHIBIT "A"

## Beltline Tract 2



06- 0 -1877

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-05-39

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN BELTLINE TRACT-3 (MONROE DRIVE TO PONCE DE LEON AVENUE) *FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS*, AND FOR OTHER PURPOSES.

NPU- E&F

COUNCIL DISTRICT-2&6

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate properties that are located in the **Beltline Tract-3 (Monroe Drive to Ponce De Leon Avenue)** from various *land use designations* to various *land use designation*, and for other purposes.

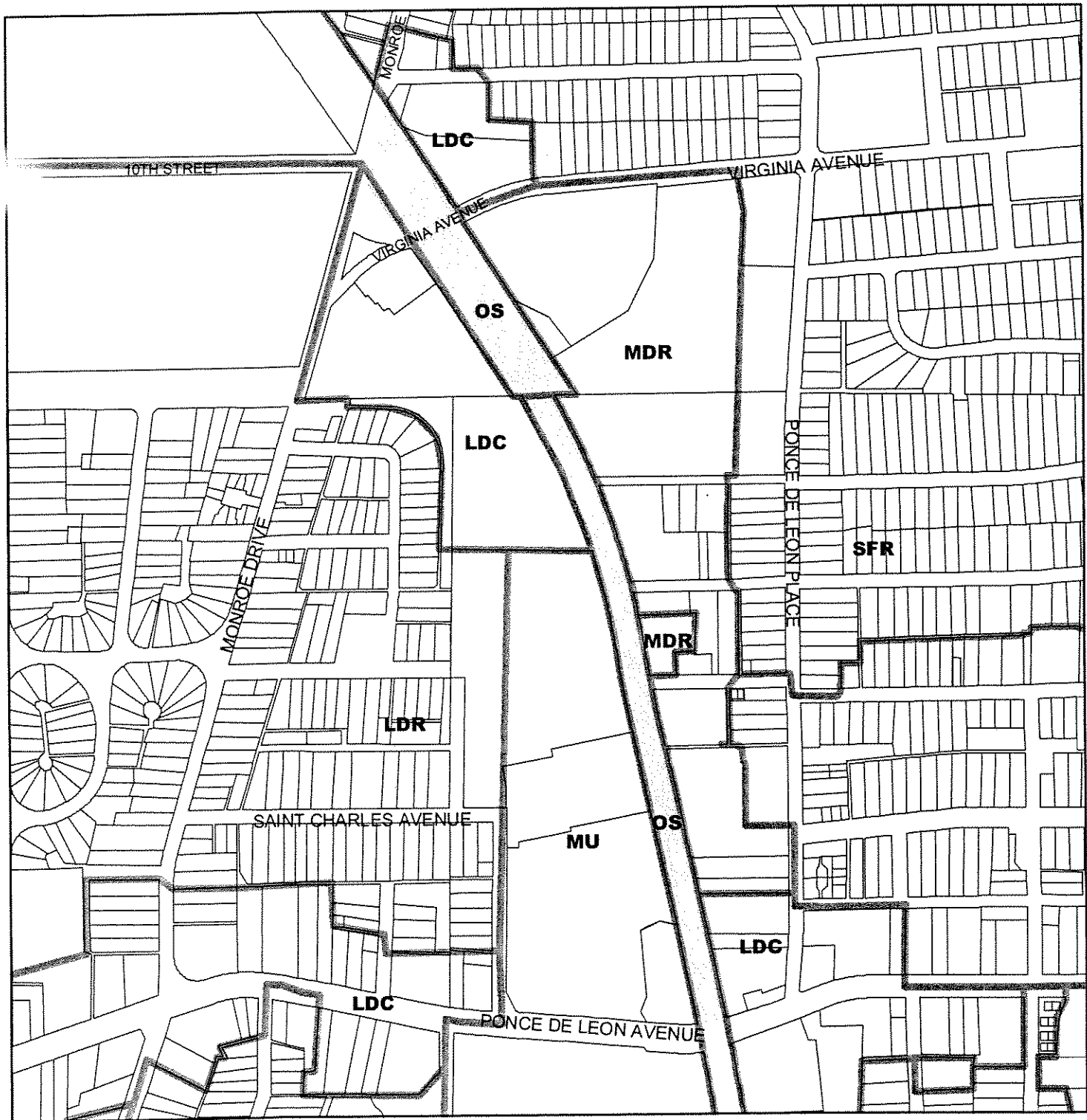
All that tract or parcels of land lying and being in *Land Lots 53& 54 of the 17<sup>th</sup> and Land Lot 17 of the 14<sup>th</sup> Districts of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

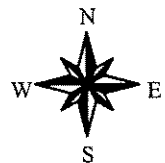
H-13

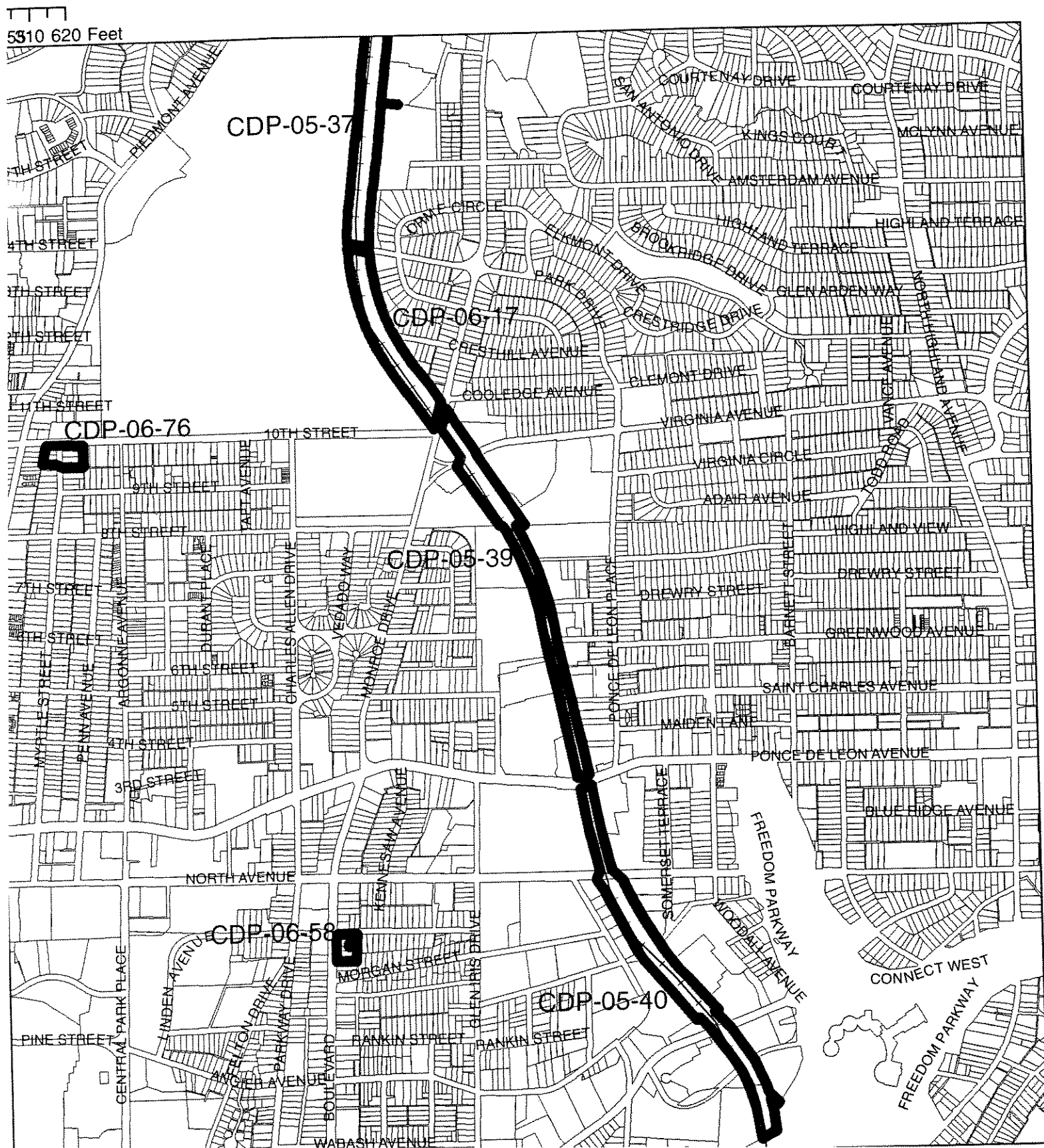
# EXHIBIT "A"

## Beltline Tract 3



0 500 Feet







06- ◇ -1878

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-05-40

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN BELTLINE TRACT-4 (PONCE DE LEON AVENUE TO FREEDOM PARKWAY) *FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS*, AND FOR OTHER PURPOSES.

NPU- N&M

COUNCIL DISTRICT-2

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

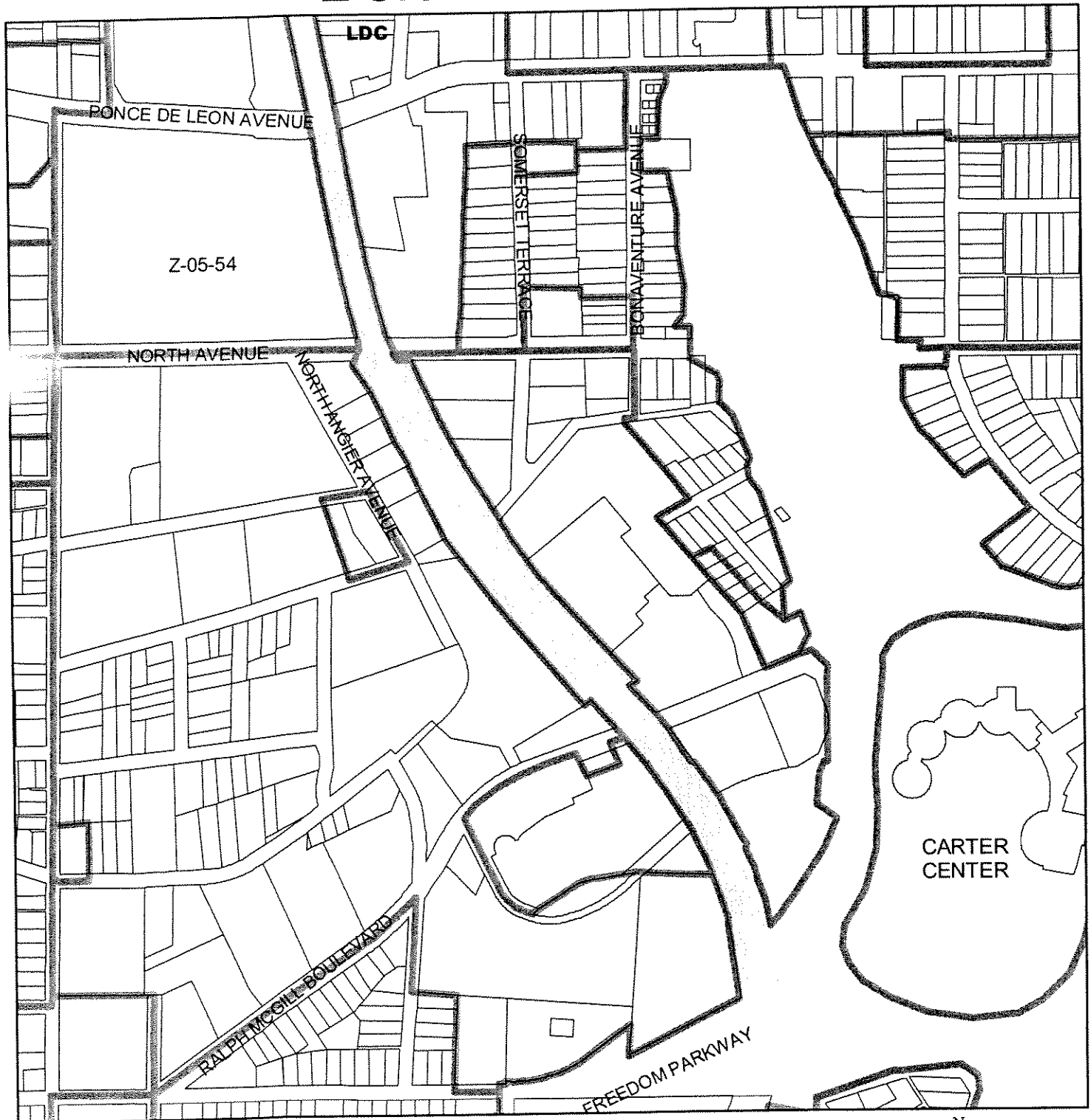
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate properties that are located in the **Beltline Tract-4 (Ponce de Leon Avenue to Freedom Parkway)** from various *land use designations* to various *land use designation*, and for other purposes.

All that tract or parcels of land lying and being in *Land Lots 17 & 18 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

# EXHIBIT "A"

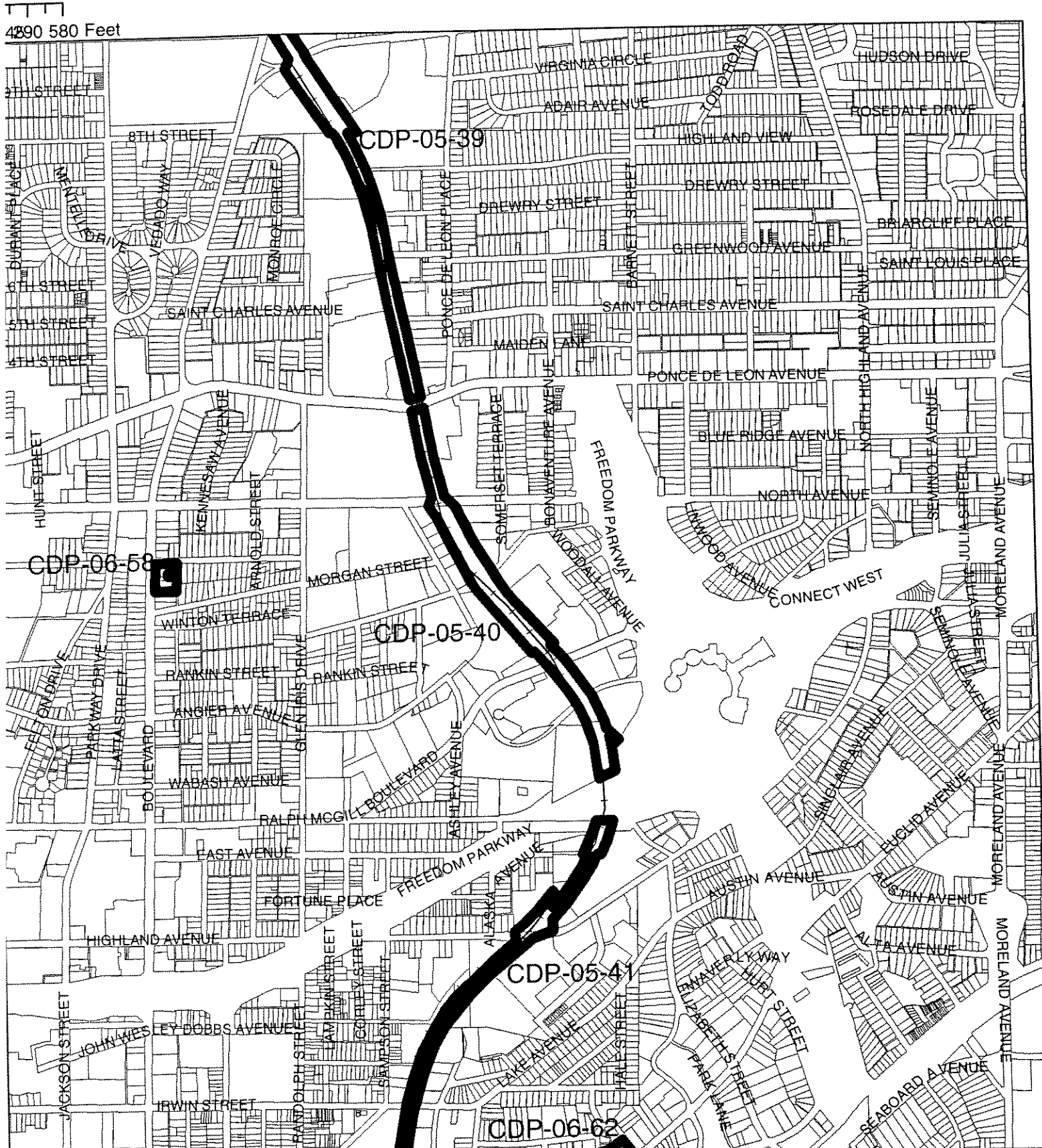
## Beltline Tract 4



0 500 Feet



# EXHIBIT 'A'



Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-05-41

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN BELTLINE TRACT-5 (FREEDOM PARKWAY TO DECATUR STREET) *FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS*, AND FOR OTHER PURPOSES.

NPU- N&M

COUNCIL DISTRICT-2

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

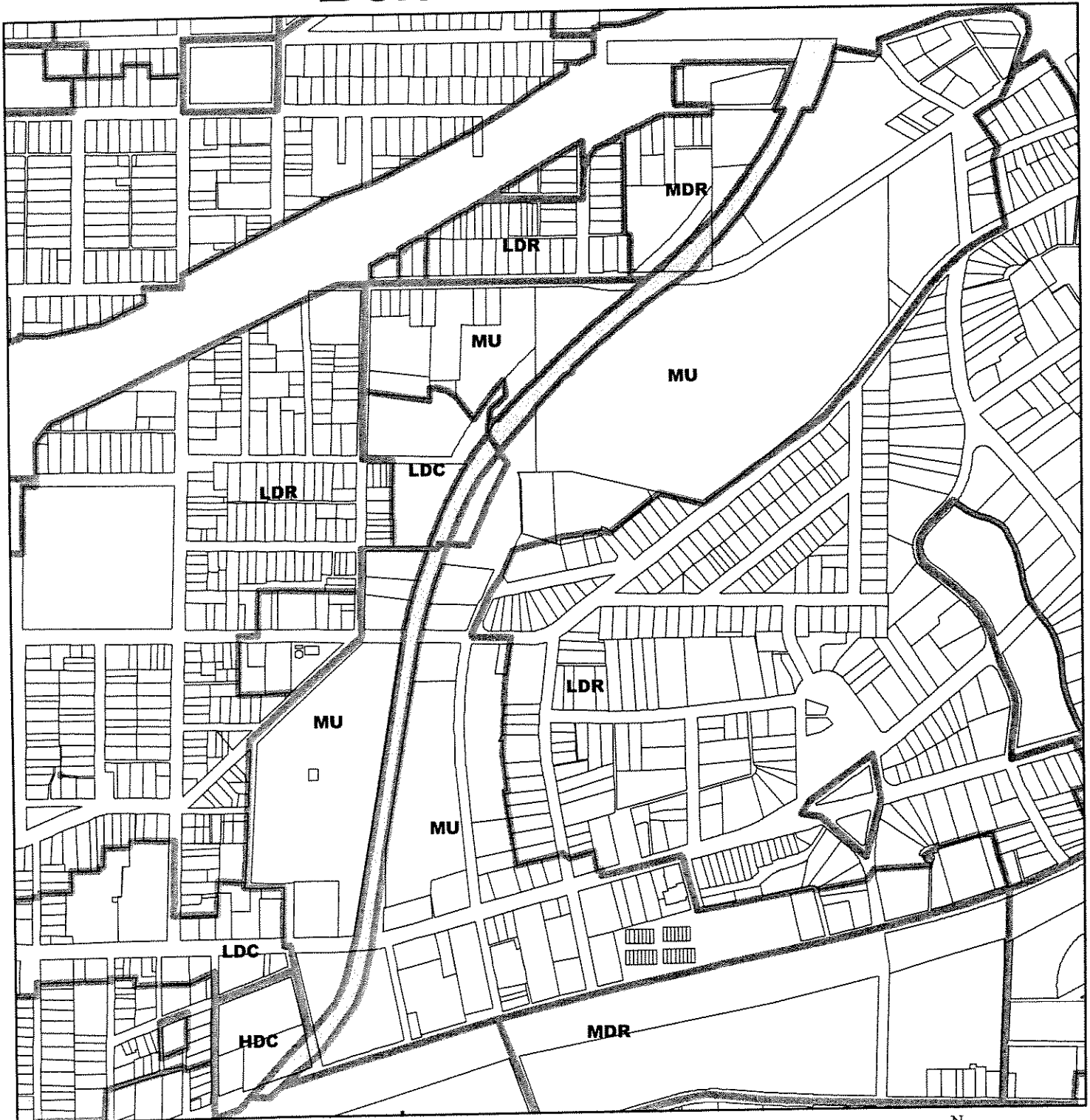
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate properties that are located in the **Beltline Tract-5 (Freedom Parkway to Decatur Street)** from various *land use designations* to various *land use designation*, and for other purposes.

All that tract or parcels of land lying and being in *Land Lots 18, 19, & 20 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

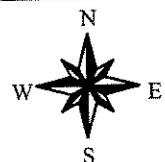
SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

# EXHIBIT "A"

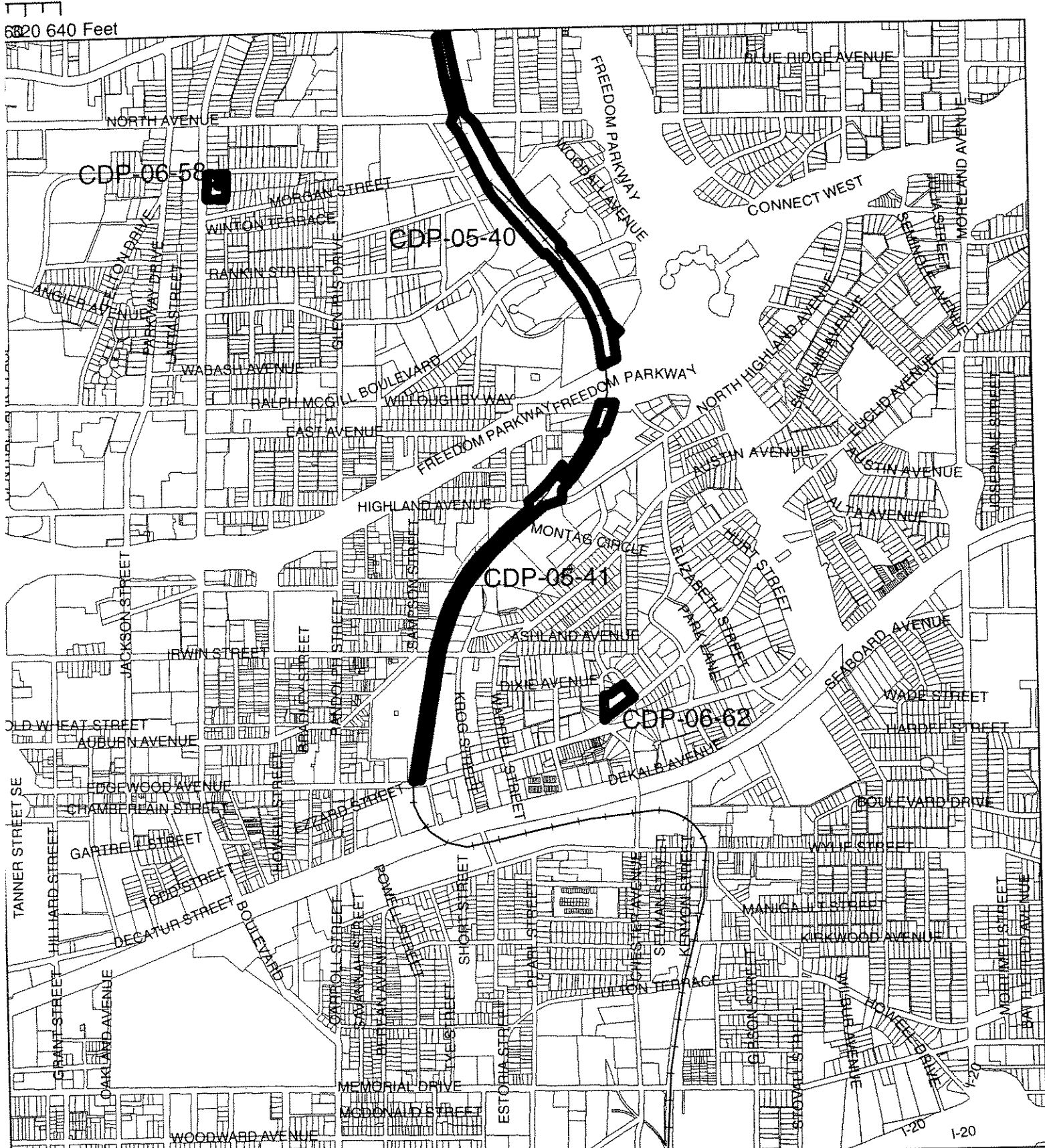
## Beltline Tract 5



0 600 Feet



# EXHIBIT 'A'



Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-64

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1687 MONROE DRIVE, NE FROM THE "LOW DENSITY RESIDENTIAL" LAND USE DESIGNATION TO THE "MEDIUM DENSITY RESIDENTIAL" LAND USE DESIGNATION**, AND FOR OTHER PURPOSES.

NPU-F

COUNCIL DISTRICT 6

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

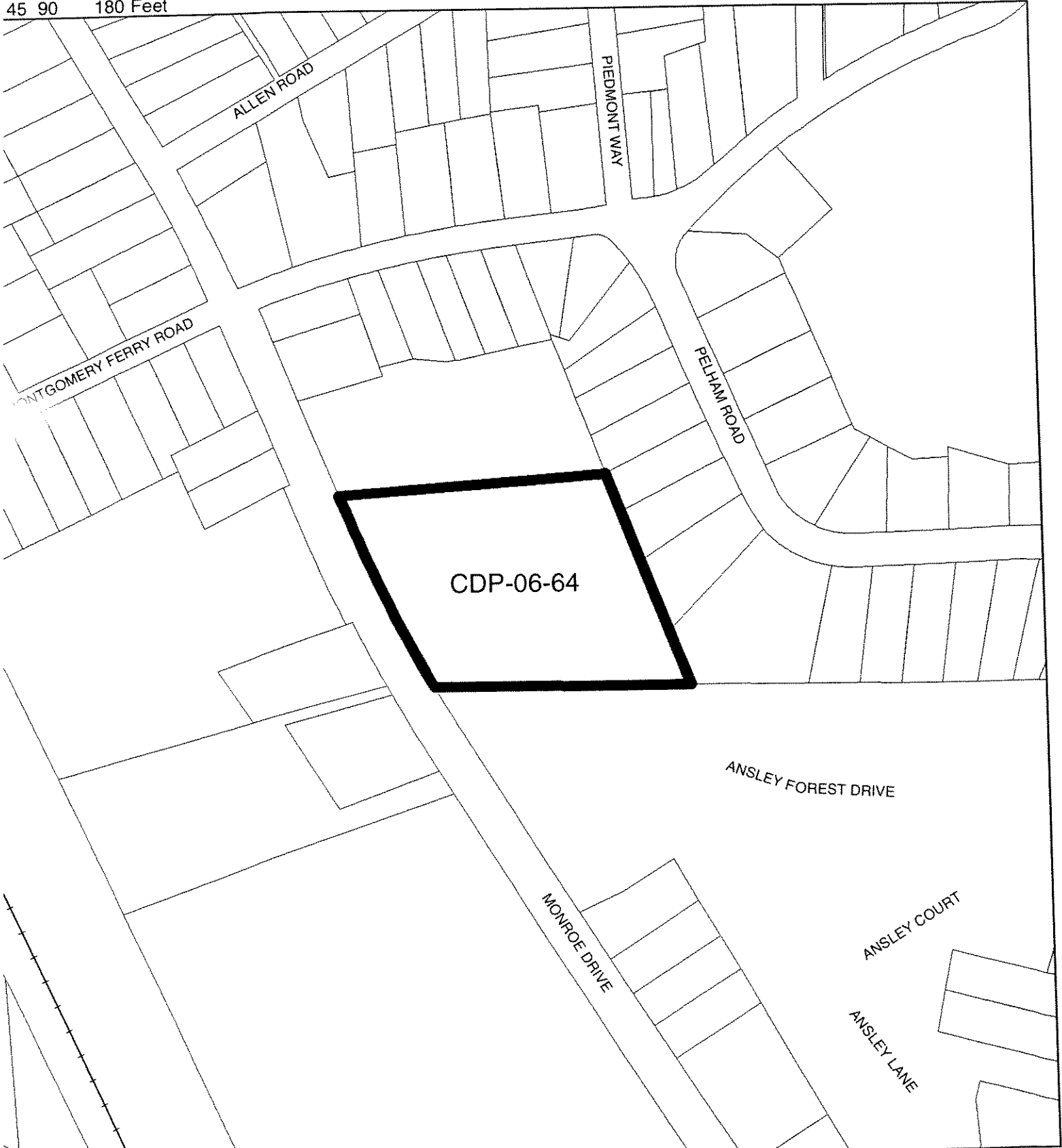
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1687 Monroe Drive, NE** from the "*Low Density Residential*" land use designation to the "*Medium Density Residential*" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 56 of the 17<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'

45 90 180 Feet





Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-65

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **3700 MARTIN LUTHER KING, JR DRIVE, SW** FROM THE "MEDIUM DENSITY RESIDENTIAL" LAND USE DESIGNATION TO THE "MIXED-USE" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-H

COUNCIL DISTRICT 10

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

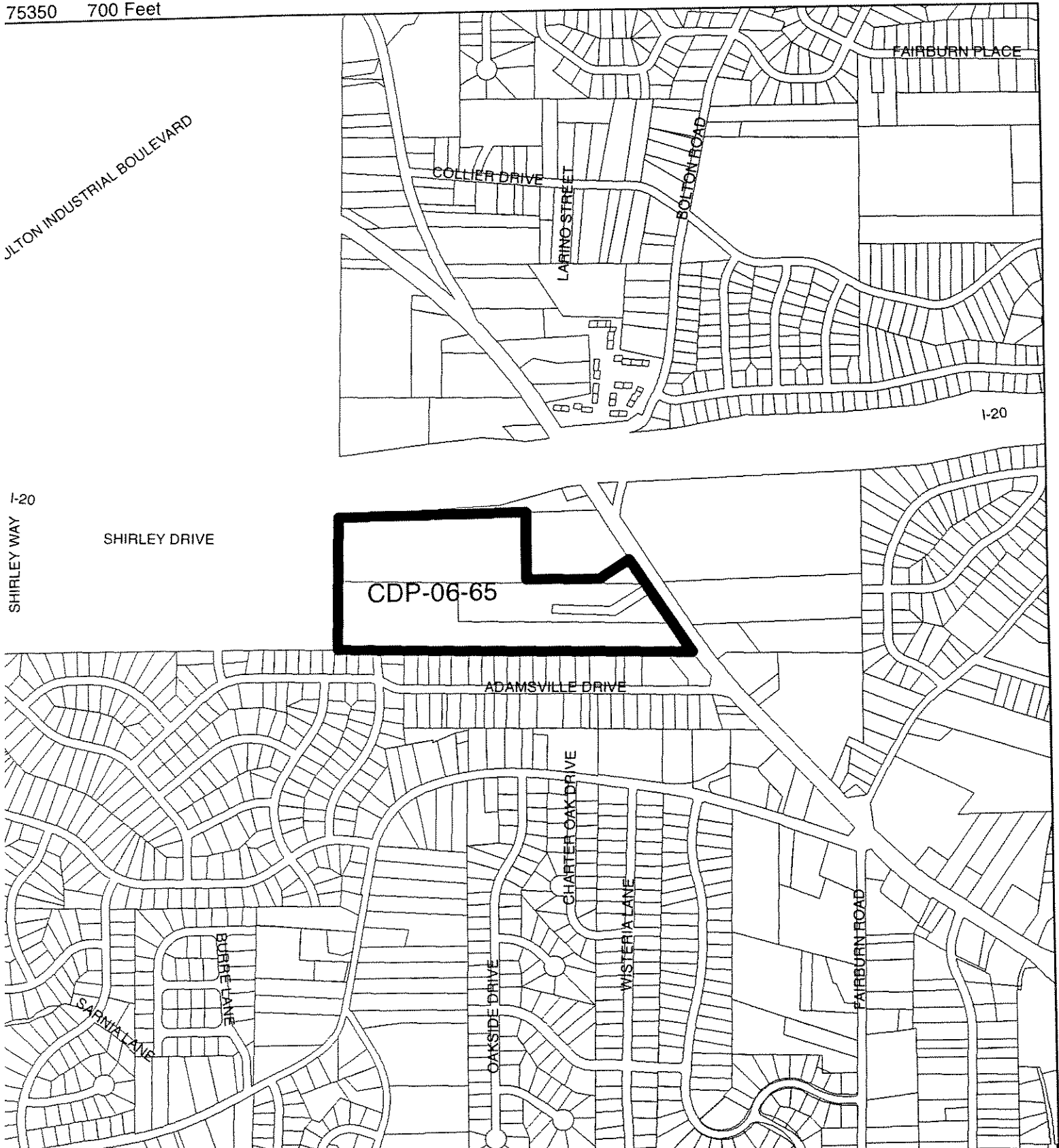
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **3700 Martin Luther King, Jr. Drive, SW** from the "*Medium Density Residential*" land use designation to the "*Mixed-Use*" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 15 of the 14FF<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'

75350 700 Feet



Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-66

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **2650 PROCTOR DRIVE, NW** FROM THE "LOW DENSITY RESIDENTIAL" AND "OPEN SPACE" LAND USE DESIGNATIONS TO THE "MEDIUM DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-G

COUNCIL DISTRICT 9

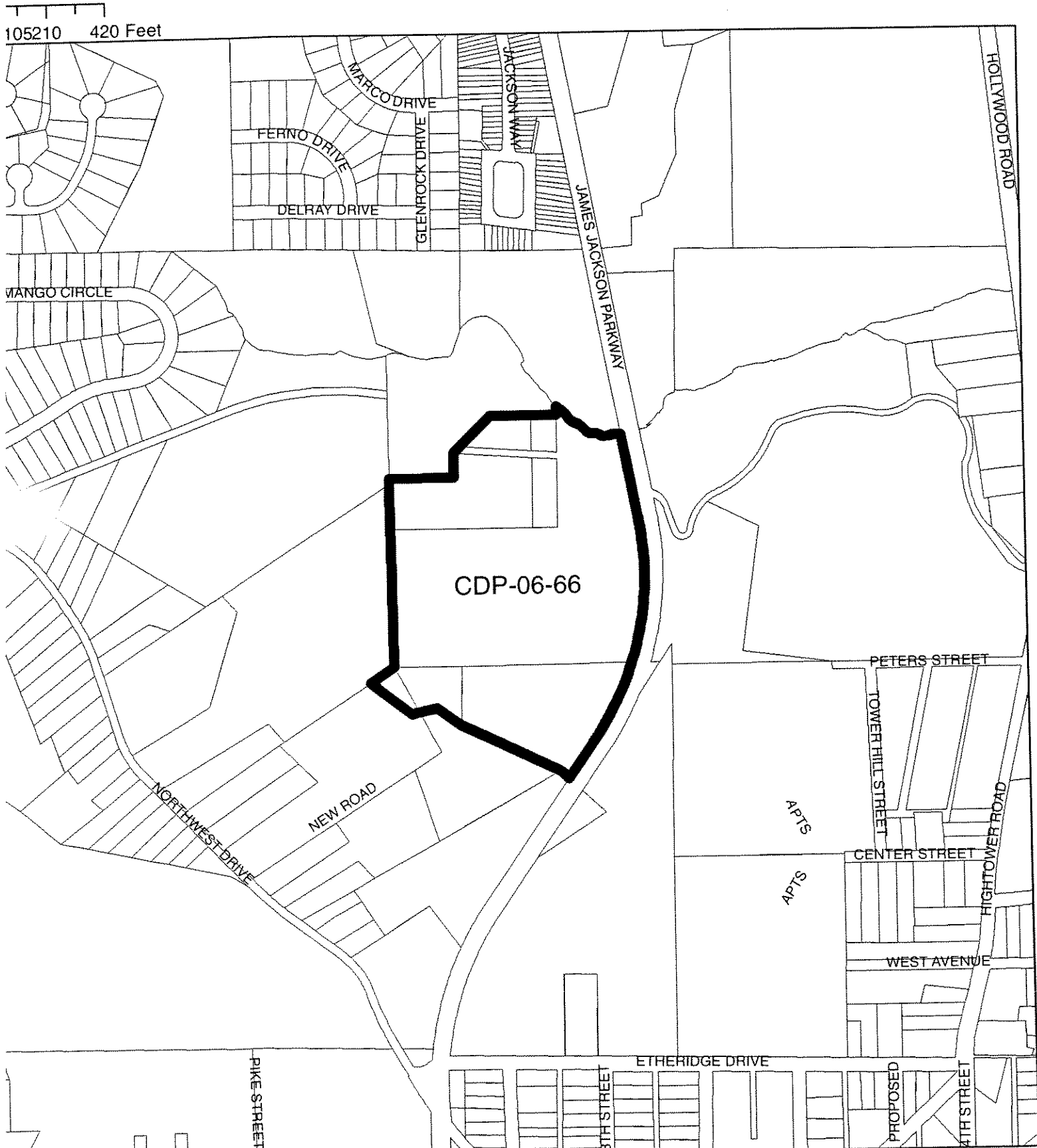
THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **2650 Proctor Drive, NW** from the "Low Density Residential" and "Open Space" land use designations to the "Medium Density Residential" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lots 250 & 258 of the 17<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'



Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE  
BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

CDP-06-67

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1332 METROPOLITAN PARKWAY, SW** FROM THE "SINGLE FAMILY RESIDENTIAL" LAND USE DESIGNATION TO THE "MIXED-USE" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-X

COUNCIL DISTRICT 12

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1332 Metropolitan Parkway, SW** from the "Single Family Residential" land use designation to the "Mixed-Use" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 88 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'

45 90 180 Feet



06-0 -1891

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE  
BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE CDP-06-68

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1059 GRANT STREET AND 1084 & 1090 HILL STREET, SE** FROM THE "LOW DENSITY RESIDENTIAL" AND "INDUSTRIAL" LAND USE DESIGNATIONS TO THE "MIXED-USE" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-W

COUNCIL DISTRICT 1

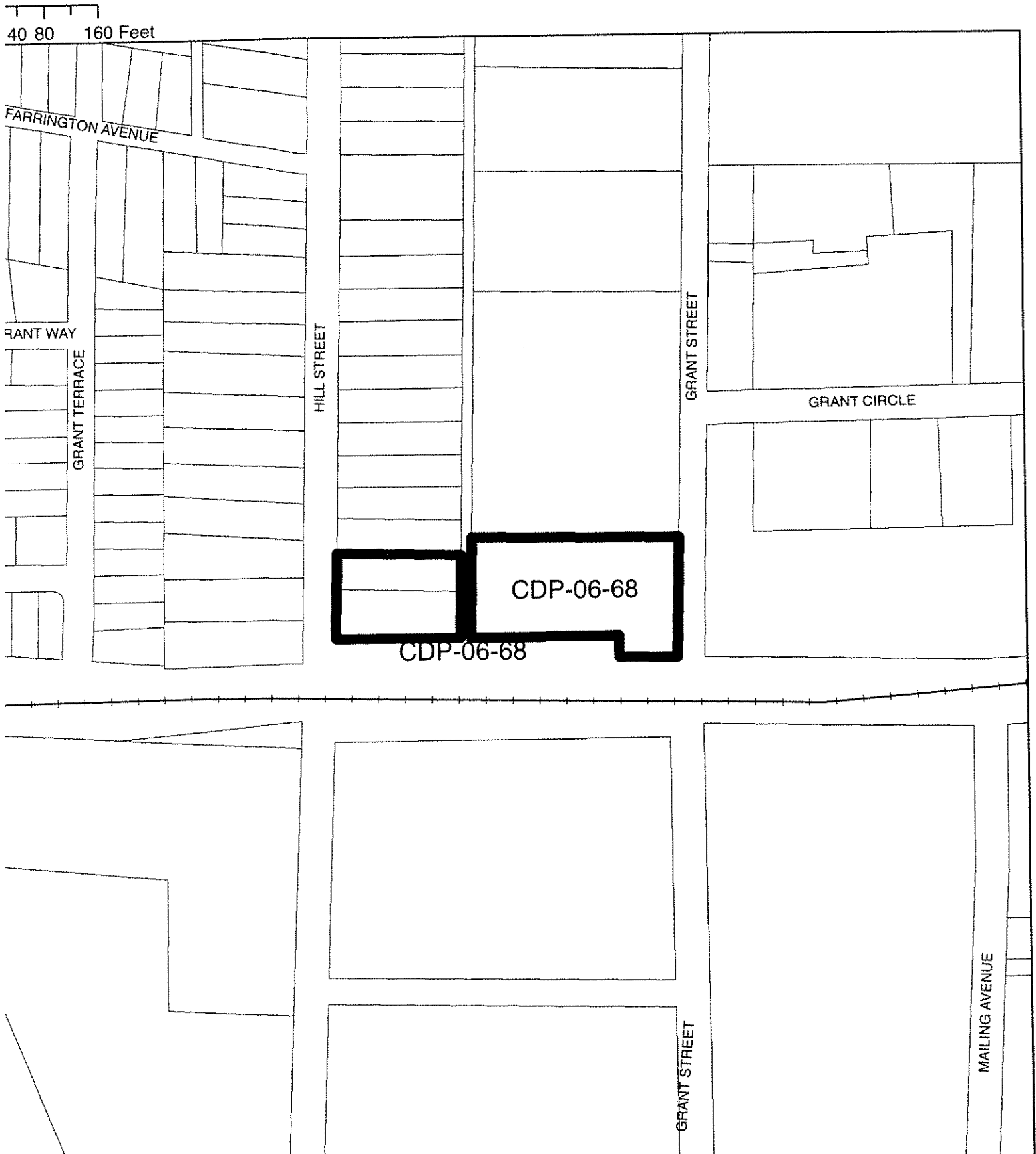
THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1059 Grant Street and 1084 & 1090 Hill Street, SE** from the "Low Density Residential" and "Industrial" land use designations to the "Mixed-Use" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 42 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'





06-0-1892

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE  
BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

CDP-06-69

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1249 ALLENE AVENUE, SW** FROM THE "INDUSTRIAL" LAND USE DESIGNATION TO THE "MIXED-USE" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-X

COUNCIL DISTRICT 12

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

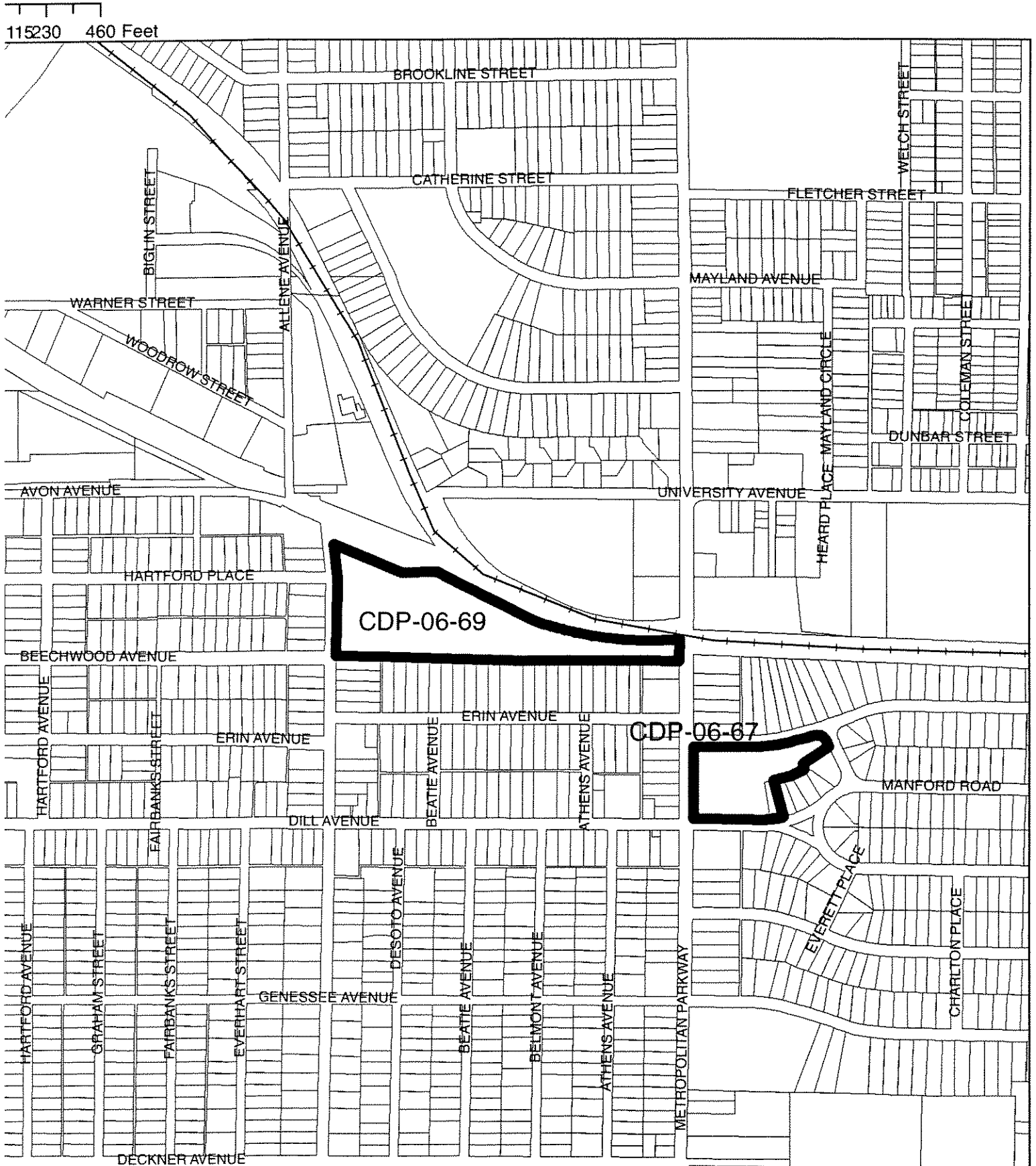
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1249 Allene Avenue, SW** from the "Industrial" land use designation to the "Mixed-Use" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 105 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

H-21

# EXHIBIT 'A'



06-0-1893

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE  
BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

CDP-06-70

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **2459 BARGE ROAD, SW** FROM THE "*SINGLE FAMILY RESIDENTIAL*" LAND USE DESIGNATION TO THE "*LOW DENSITY COMMERCIAL*" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-P

COUNCIL DISTRICT 11

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

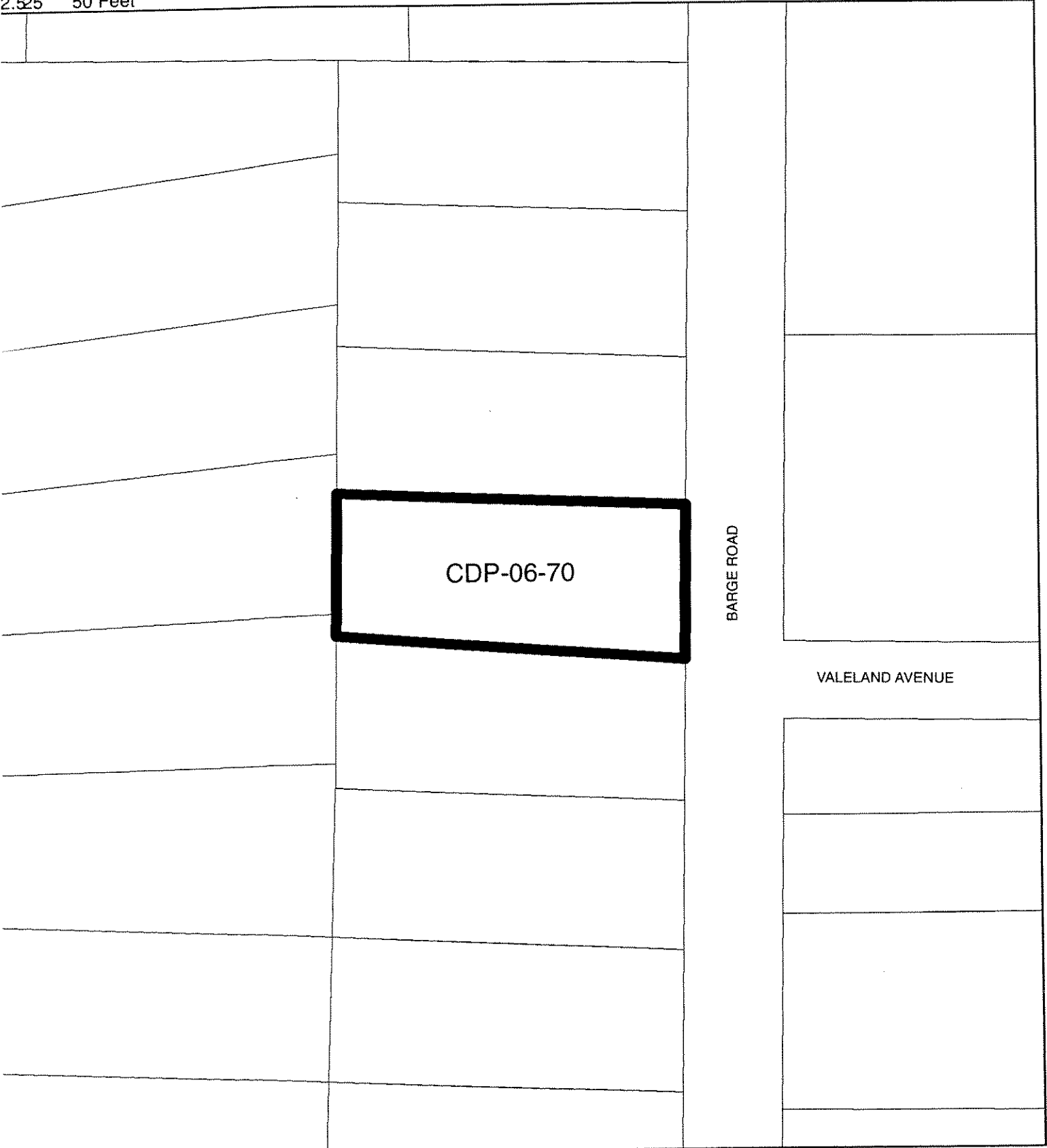
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **2459 Barge Road, SW** from the "*Single Family Residential*" land use designation to the "*Low Density Commercial*" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 5 of the 14FF<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'

2.525 50 Feet



Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE  
BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

CDP-06-71

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1057 CONSTITUTION ROAD, SE** FROM THE "SINGLE FAMILY RESIDENTIAL" LAND USE DESIGNATION TO THE "MEDIUM DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-Z

COUNCIL DISTRICT 1

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

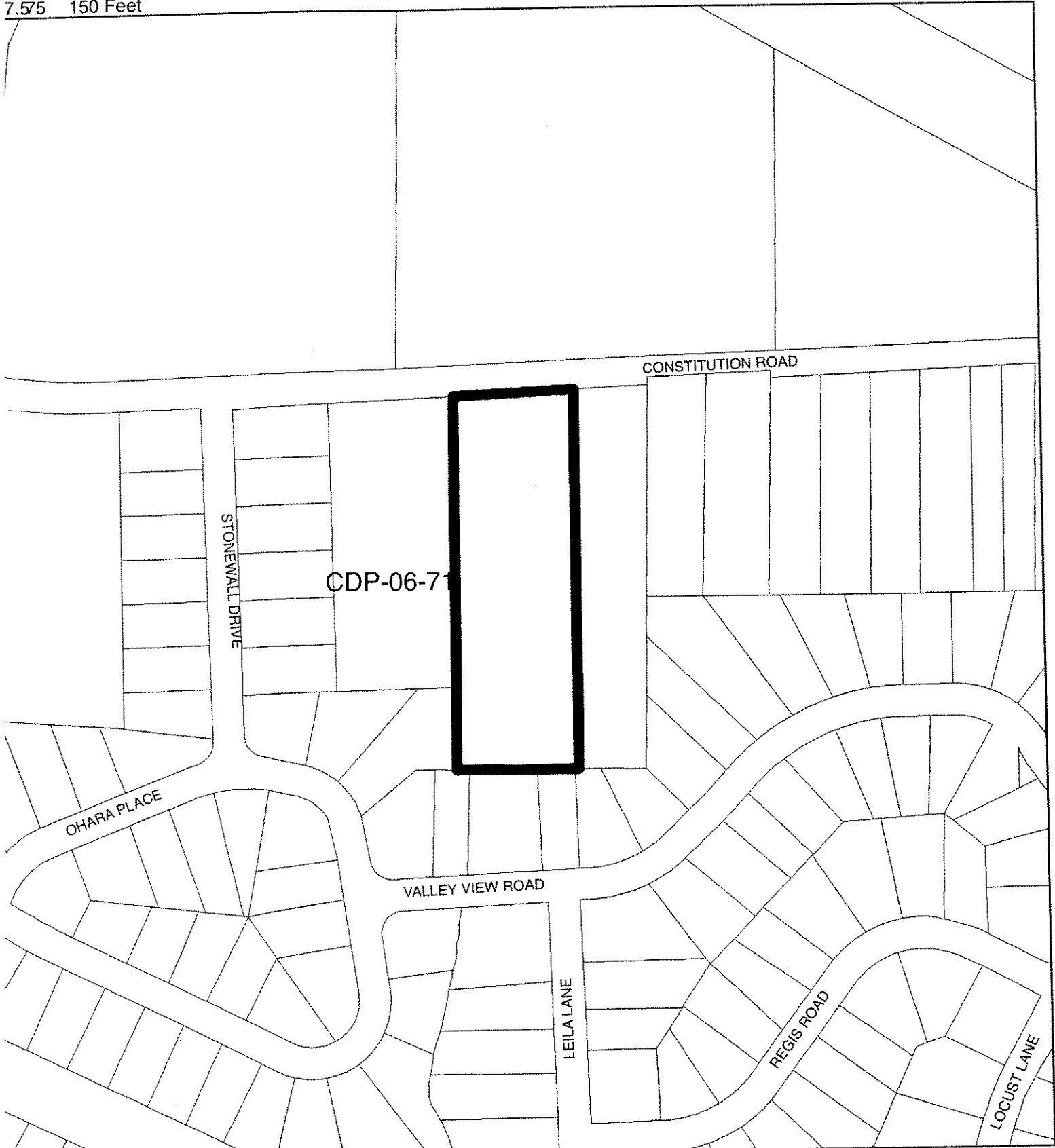
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1057 Constitution Road, SE** from the "Single Family Residential" land use designation to the "Medium Density Residential" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 6 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'

7.5/5 150 Feet



06-0 -1895

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-72

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **578 ROSALIA AND 575 BOULEVARD, SE** FROM THE "LOW DENSITY RESIDENTIAL" LAND USE DESIGNATION TO THE "HIGH DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-W

COUNCIL DISTRICT 5

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

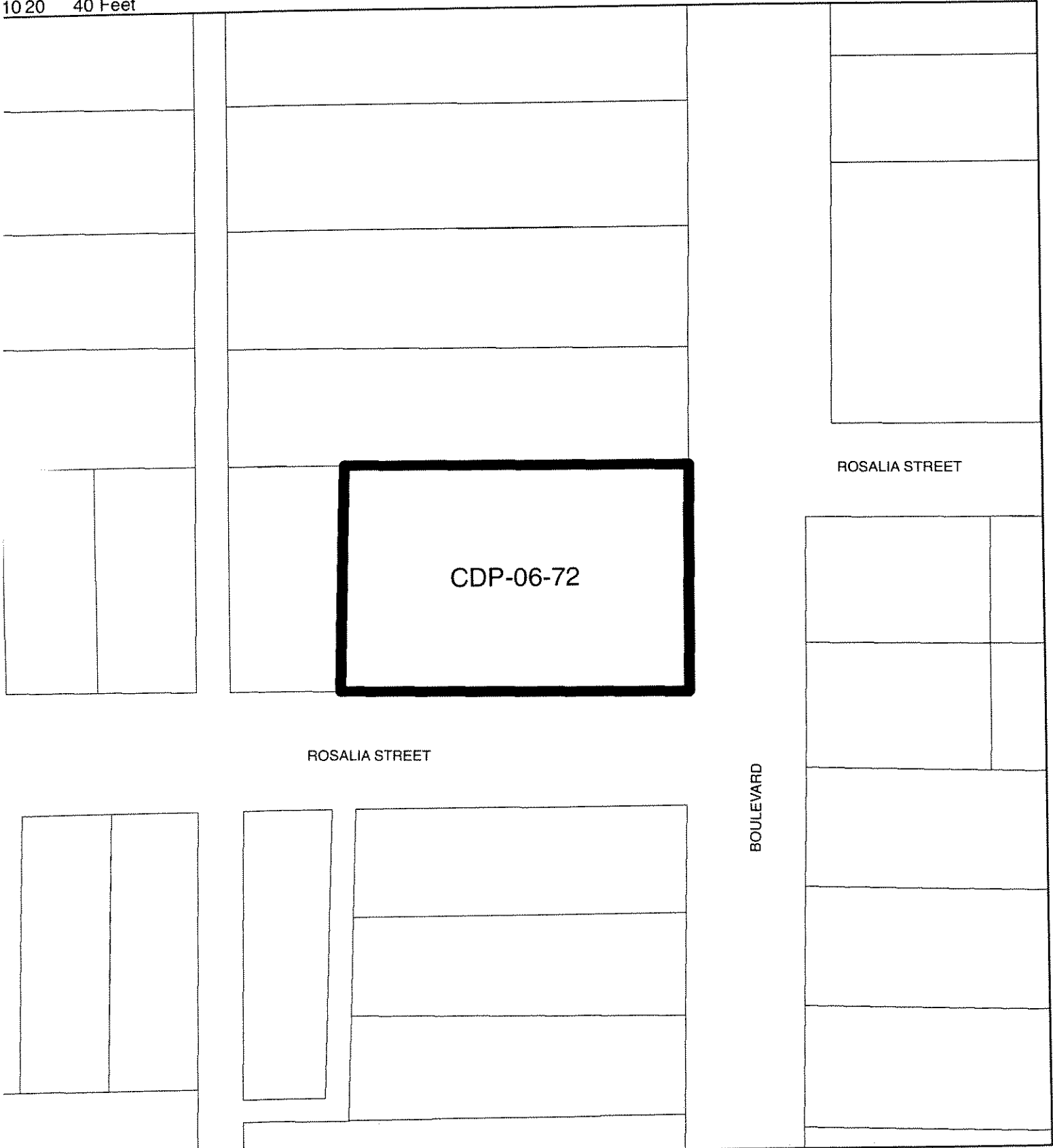
SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **578 Rosalia and 575 Boulevard, SE** from the "*Low Density Residential*" land use designation to the "*High Density Residential*" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lot 44 of the 14<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'

10 20 40 Feet





06-0-1896

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE  
BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

CDP-06-73

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1580 FLAT SHOALS ROAD, SE** FROM THE "SINGLE FAMILY RESIDENTIAL" AND "LOW DENSITY COMMERCIAL" LAND USE DESIGNATIONS TO THE "HIGH DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-W

COUNCIL DISTRICT 5

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1580 Flat Shoals Road, SE** from the "Single Family Residential" and "Low Density Commercial" land use designations to the "High Density Residential" land use designation, and for other purposes.

All that tract or parcels of land lying and being in *Land Lots 146 and 175 of the 15<sup>th</sup> District of DeKalb County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'

1530 60 Feet



06-0 -1897

Municipal Clerk  
Atlanta, Georgia

AN ORDINANCE

CDP-06-74

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA 2004-2019 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **1634, 1654 & 1700 HOLLYWOOD ROAD, NW** FROM THE "LOW DENSITY RESIDENTIAL" LAND USE DESIGNATION TO THE "MEDIUM DENSITY RESIDENTIAL" LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-G

COUNCIL DISTRICT 9

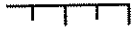
THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2004-2019 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to redesignate property that is located at **1634, 1654 & 1700 Hollywood Road, NW** from the "*Low Density Residential*" land use designation to the "*Medium Density Residential*" land use designation, and for other purposes.

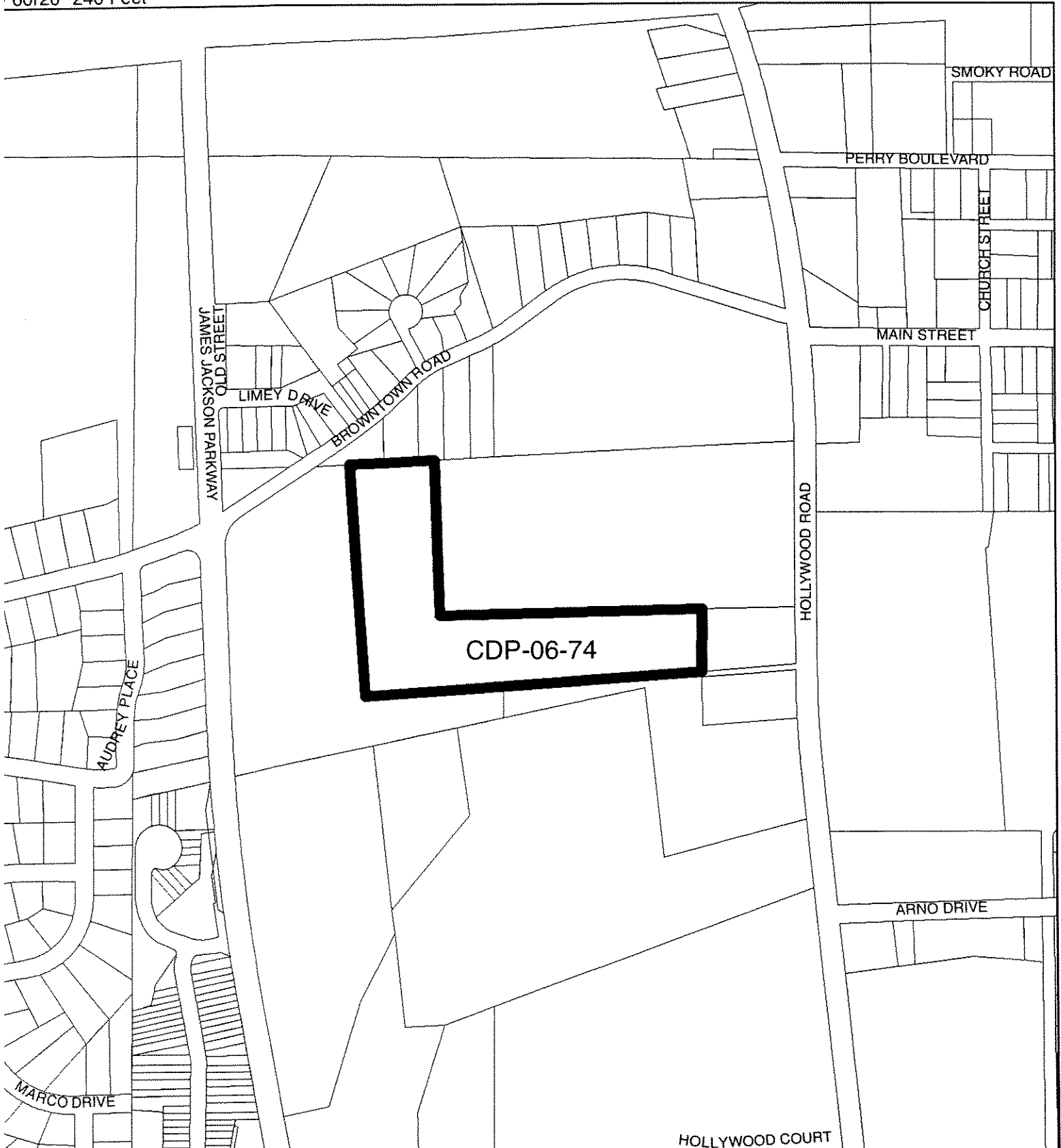
All that tract or parcels of land lying and being in *Land Lot 251 of the 17<sup>th</sup> District of Fulton County, Georgia*. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'



60 120 240 Feet



**A RESOLUTION****BY COUNCILMEMBER MARY NORWOOD****(as amended by Community Development/Human Resources Committee)****AUTHORIZING THE CREATION OF A TASK  
FORCE TO EVALUATE AND RECOMMEND  
POLICY AND GUIDELINES FOR VIEW  
CORRIDORS IN THE CITY OF ATLANTA; AND  
FOR OTHER PURPOSES.**

**Whereas**, with Atlanta's climate, it is important to preserve the ability of sunlight and air circulation to be enjoyed by all citizens; and

**Whereas**, the current proliferation of skyscrapers is unprecedented; and

**Whereas**, view corridors and streetscapes are intended to reinforce and enhance landscape and building frontage features that give the city its character and livability; and

**Whereas**, in Atlanta, there is currently no protection of view corridors, which could result in yet-to-be-constructed buildings blocking the entire panorama of existing views which are visually appealing as well as establishing a "sense of place" within the region and community; and

**Whereas**, other cities throughout the country, such as Seattle, Washington, Palo Alto, California, and Austin, Texas, have recognized the importance of this component of their municipality's regulations and have enacted view corridor legislation; and

**Whereas**, all citizens of the City of Atlanta deserve the protection of their residential or commercial investment and the establishment of view corridor regulations may facilitate this protection.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**Section 1:** There is hereby created a View Corridors Task Force, whose task it shall be to evaluate view corridors regulations. Said regulations may include an overlay mapping system or height regulations using such tools as the Geographic Information System (GIS).

**Section 2:** The Task Force shall include thirteen (13) members who shall represent the following disciplines: One member to be an architect to be appointed by the AIA Atlanta Chapter, one member to be a developer to be appointed by the Community Development/Human Resources Committee, one member with experience in zoning and land use to be appointed by the Zoning Committee; one member of the real estate community to be appointed by the Atlanta Board of Realtors, one member from each of the following areas who is a resident of that area to be appointed by the appropriate NPU: Downtown (NPU-M); Midtown (NPU-E) and Buckhead (NPU-B), one member to be appointed by APAB; one member to be appointed by the Midtown Alliance, one

member to be appointed by Central Atlanta Progress; one member to be appointed by the Buckhead Coalition, one member from Georgia Tech's Center for Quality Growth to be appointed by the Mayor and one member at-large to be appointed by the Atlanta City Council. Technical and administrative support for the Task Force shall be provided by the Department of Planning and Community Development, Bureau of Planning, **with legal support to be provided by the City's Law Department.**

**Section 3:** The Task Force shall make a report of its findings and recommendations to the Mayor and City Council through the Community Development/Human Resources and the Zoning Committee no later than six months after it has been populated.

**Section 4:** That all resolutions and parts of resolutions in conflict herewith are hereby waived in this instance only.

**A RESOLUTION****BY COUNCILMEMBER MARY NORWOOD****AUTHORIZING THE CREATION OF A TASK  
FORCE TO EVALUATE AND RECOMMEND  
POLICY AND GUIDELINES FOR VIEW  
CORRIDORS IN THE CITY OF ATLANTA; AND  
FOR OTHER PURPOSES.**

**Whereas**, with Atlanta's climate, it is important to preserve the ability of sunlight and air circulation to be enjoyed by all citizens; and

**Whereas**, the current proliferation of skyscrapers is unprecedented; and

**Whereas**, view corridors and streetscapes are intended to reinforce and enhance landscape and building frontage features that give the city its character and livability; and

**Whereas**, in Atlanta, there is currently no protection of view corridors, which could result in yet-to-be-constructed buildings blocking the entire panorama of existing views which are visually appealing as well as establishing a "sense of place" within the region and community; and

**Whereas**, other cities throughout the country, such as Seattle, Washington, Palo Alto, California, and Austin, Texas, have recognized the importance of this component of their municipality's regulations and have enacted view corridor legislation; and

**Whereas**, all citizens of the City of Atlanta deserve the protection of their residential or commercial investment and the establishment of view corridor regulations may facilitate this protection.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**Section 1:** There is hereby created a View Corridors Task Force, whose task it shall be to evaluate view corridors regulations. Said regulations may include an overlay mapping system or height regulations using such tools as the Geographic Information System (GIS).

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Buckhead Coalition, one member from Georgia Tech's Center for Quality Growth to be appointed by the Mayor and one member at-large to be appointed by the Atlanta City Council. Technical and administrative support for the Task Force shall be provided by the Department of Planning and Community Development, Bureau of Planning.

**Section 3:** The Task Force shall make a report of its findings and recommendations to the Mayor and City Council through the Community Development/Human Resources and the Zoning Committee no later than six months after it has been populated.

**Section 4:** That all resolutions and parts of resolutions in conflict herewith are hereby waived in this instance only.





06-C-1969

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30303-0300  
TEL (404) 330-6100

September 5, 2006

President Lisa Borders and  
Members of Atlanta City Council  
City Hall, Suite 2900 South  
68 Mitchell St., S.W.  
Atlanta, Georgia 30303

**RE: Perry-Bolton Neighborhood Advisory Board Reappointment**

Dear President Borders and Members of the Council:

It is a pleasure for me to reappoint LaChandra Butler to serve as a member of the Perry-Bolton Neighborhood Advisory Board in the Atlanta Public School Category for the City of Atlanta. This appointment is for a **term of two (2) years**.

I am confident that Ms. Butler will continue to serve the Perry-Bolton Neighborhood Advisory Board with integrity and dedication.

Sincerely,

Shirley Franklin

**LaChandra Butler**  
***"A Voice for OUR Children"***

Born and raised in Atlanta, Georgia, LaChandra Butler prides herself as a product of District 5 Atlanta Public Schools, which she now proudly represents as a member of the Atlanta Board of Education. LaChandra's passion for children and commitment to education has been evident all of her life. She considers it an honor to have this opportunity to serve the children of a city she dearly loves and believes everyone must be involved in making sure that children are whole and well.

LaChandra currently serves as Program Director for the Mechanicsville Community Learning Collaborative, an education initiative of The Enterprise Foundation. Prior to working with The Enterprise Foundation, LaChandra served the residents of Atlanta for 13 years under the leadership of three mayors.

After graduating from C.L. Harper High School, LaChandra attended and received her BA from State University of West Georgia, (formerly West Georgia College). She also obtained her MBA from Keller Graduate School of Management.

LaChandra is active in her community, Council District 10. She is a member of Elizabeth Baptist Church where she led the efforts to start a quality early childhood program. She is also a Fledgling Mentor and an active member of Delta Sigma Theta Sorority, Inc. In addition to her organizational affiliations, LaChandra can often be found volunteering her time at community special events for seniors and young people.

845 ROZIE WAY, SOUTHWEST \* ATLANTA, GEORGIA 30331 \* (404) 691-5971

*Dedicated, energetic Atlanta native with more than 10 years of effective public service. Extensive experience in strengthening community capacity and building collaborative relationships.*

- Trained facilitator and mediator
- Strong background in strategic communications and media management
- Extensive knowledge of governance structures
- Experienced in building collaborative relationships
- Demonstrated leadership development skills
- Skilled in leveraging community resources
- Committed to the educational development of children

**The Enterprise Foundation** **May 2004-Present**  
**Program Director, Mechanicsville Community Learning Collaborative (MCLC)**

- Create partnerships with the Atlanta business, civic, non-profit and philanthropic sectors to ensure well-coordinated strategies to support the project vision for MCLC
- Facilitate collaborative working relationships among residents, community based organizations, law enforcement, city government, youth-serving organizations, and faith based organizations
- Create, design and assure delivery of trainings and workshops to enhance the capacity of community residents to address community needs and challenges
- Coordinate redevelopment planning and implementation efforts
- Manage budget to support program initiatives

**City of Atlanta, Mayor's Office of Communications      January 2002 – May 2004**  
**Senior Communications Officer**

- Created and implemented various community projects including "Booking It with the Mayor" reading program
- Coordinated outreach programs with schools and businesses
- Assisted the Director with daily operations of the communications office including oversight of the budget
- Prepared media advisories and press releases related to City issues
- Managed strategic communications for the Mayor and City departments

**City of Atlanta, Department of Human Resources**      **July 1999-January 2002**  
**Assistant Affirmative Action Officer**

- Conducted Race, Sexual Harassment and Gender EEO case investigations, management and resolution
- Conducted Sexual Harassment Prevention Training for all City employees and Departmental Coordinators seminars
- Prepared EEO statistical computation for reports and analyzed demographic trends

# L A C H A N D R A D . B U T L E R

845 ROZIE WAY, SOUTHWEST \* ATLANTA, GEORGIA 30331 \* (404) 691-5971

## **City of Atlanta, Office of the Mayor Executive Assistant to Chief Operating Officer**

**February 1996-July 1999**

- Managed day-to-day administrative functions for the COO
- Staffed Cabinet Meetings, City Council Committee Meetings and full City Council Meetings
- Organized and prepared necessary documents to assist with production of budget
- Served as public liaison for chief operating officer

## **City of Atlanta, Office of the Mayor Executive Assistant to Office of Contract Compliance Director**

**July 1994 – February 1996**

- Assisted the Director with daily operations of the office
- Managed and performed account analysis and reconciliation
- Managed budget operations
- Evaluated office production, revised procedures, and devised new forms to improve work flow
- Supervised payroll, purchasing, invoicing, and payment control processes

## ***Education***

Keller Graduate School of Management  
Atlanta, Georgia  
MBA, September 2001

State University of West Georgia  
(formerly West Georgia College)  
Carrollton, Georgia  
BBA, Business Administration, June 1992

Atlanta Public Schools – Educational District 5  
C.L. Harper High School; 1997  
L. P. Miles Elementary School

## ***Community Affiliations & Service***

Fledglings Mentoring Program  
Delta Sigma Theta Sorority, Inc.  
Adopt-A-Student Program Mentor  
Honors Day Program Speaker  
Career Day Speaker  
"Booking It With the Mayor" Creator  
Georgia Accrediting Commission Sub-Contractor for Early Childhood Centers  
Member, Elizabeth Baptist Church  
Board Member, Indelible Impressions Learning Center



05- C-1327

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30335-0300  
TEL (404) 330-6100

July 18, 2005

President Lisa Borders and  
Members of Atlanta City Council  
City Hall, Suite 2900 South  
68 Mitchell St., S.W.  
Atlanta, Georgia 30303

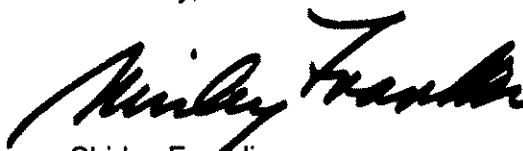
**RE: Perry-Bolton Neighborhood Advisory Board Appointment**

Dear President Borders and Members of the Council:

It is a pleasure for me to appoint LaChandra Butler to serve as a member of the Perry-Bolton Neighborhood Advisory Board in the Atlanta Public School Category for the City of Atlanta. This appointment is for a **term of two (2) years**.

I am confident that Ms. Butler will serve the Perry-Bolton Neighborhood Advisory Board with integrity and dedication.

Sincerely,



Shirley Franklin



06- C-1972

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30303-0300  
TEL (404) 330-6100

September 5, 2006

President Lisa Borders and  
Members of Atlanta City Council  
City Hall, Suite 2900 South  
68 Mitchell St., S.W.  
Atlanta, Georgia 30303

**RE: Perry-Bolton Neighborhood Advisory Board Reappointment**

Dear President Borders and Members of the Council:

It is a pleasure for me to reappoint Ola W. Reynolds to serve as a member of the Perry-Bolton Neighborhood Tax Allocation District (TAD) Advisory Board in the NPU-G Category for the City of Atlanta. This appointment is for a **term of two (2) years**.

I am confident that Ms. Reynolds will continue to serve the Perry-Bolton Neighborhood Tax Allocation District (TAD) Advisory Board with integrity and dedication.

Sincerely,



Shirley Franklin

H-29

# Ola W Reynolds

2680 Mango Circle NW, Atlanta, GA 30318, Home (404) 792-2820  
oreynolds1@msn.com

DIST: 9

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Ola Reynolds has been active in the community for more than 40 years as a resident of the Monroe Heights Community in the Northwest section of Atlanta. She has been an advocate for community development, education and a variety of other community building projects. Her insight and experience will be valuable to serve on the advisory committee for the Perry-Bolton Tax Allocation District.

## RELEVANT COMMUNITY EXPERIENCE

### ***Neighborhood Planning Unit – G (NPU-G)***

1995 - 2005

- Chair (2005)
- Vice Chair (2003-2005)
- Secretary (1995-2003)

### ***Monroe Heights Community***

1995 - 2004

- Secretary/Spokesperson

### ***True Light Baptist Church***

1961 - present

- Youth Leader
- Sunday School Teacher & Record Keeper
- Choir Member
- New Members Coordinator
- Deaconess
- Baptism Preparation Coordinator

### ***Other Community Involvement***

- Focus Group Leader on the Donald Lee Hollowell (formerly Bankhead Hwy) Northwest Framework project with Council Member Felicia Moore
- Supporter of the Urban Alternative Ministry and the Samaritan Purse
- Former PTA President and Secretary, John Carey Elementary

## PROFESSIONAL EXPERIENCE

### ***Saks Fifth Avenue, Atlanta, Georgia***

1970 - present

- Lead Salesperson



05-C-0238

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30335-0300  
TEL (404) 330-6100

February 7, 2005

President Lisa Borders and  
Members of Atlanta City Council  
City Hall, Suite 2900 South  
68 Mitchell St., S.W.  
Atlanta, Georgia 30303

**RE: Perry-Bolton Neighborhood Advisory Board Appointment**

Dear President Borders and Members of the Council:

It is a pleasure for me to appoint Ola W. Reynolds to serve as a member of the Perry-Bolton Neighborhood Tax Allocation District (TAD) Advisory Board in the NPU-G Category for the City of Atlanta. This appointment is for a **term of two (2) years**.

I am confident that Ms. Reynolds will serve the Perry-Bolton Neighborhood Tax Allocation District (TAD) Advisory Board with integrity and dedication.

Sincerely,



Shirley Franklin

**CONFIRMED BY**

MAR 07 2005

**COUNCIL**



RCS# 6529  
3/07/05  
2:50 PM

Atlanta City Council

Regular Session

MULTIPLE

05-C-0238 05-C-0315 05-C-0405 05-C-0406

CONFIRM

YEAS: 11  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 3

Y Smith	Y Archibong	Y Moore	Y Mitchell
B Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	B Willis
B Winslow	NV Muller	Y Sheperd	NV Borders

MULTIPLE

RCS# 6508  
2/21/05  
5:10 PM

Atlanta City Council

Regular Session

05-C-0238

OLA REYNOLDS TO THE PERRY-BOLTON TAX  
ALLOCATION DIST NPU-G 2YRS  
REFER

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 4  
EXCUSED: 0  
ABSENT 0

NV Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
NV Winslow	Y Muller	Y Sheperd	NV Borders

05-C-0238



06- C-1975

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30303-0300  
TEL (404) 330-6100

September 5, 2006

President Borders and  
Members of Atlanta City Council  
City Hall, Suite 2900 South  
68 Mitchell St., S.W.  
Atlanta, Georgia 30303

**RE: Westside Tax Allocation District (TAD) Downtown Advisory Board Reappointment**

Dear President Borders and Members of the Council:

It is a pleasure for me to reappoint David Marvin to serve as a member of the Westside TAD Downtown Advisory Board for the City of Atlanta in the Centennial Olympic Park Area (COPA) Category. This appointment is for a **term of two (2) years**.

I am confident that Mr. Marvin will continue to serve the Westside TAD Downtown Advisory Board with integrity and dedication.

Sincerely,

Shirley Franklin

David D. Marvin  
President  
Legacy Property Group, LLC  
Centennial Park West  
250 Park Avenue West, NW  
Suite 101  
Atlanta, GA 30313  
P: 404.222.9100 x227  
F: 404.222.9090  
E: [ddm@legacyproperty.com](mailto:ddm@legacyproperty.com)

Legacy Property Group is a real estate development firm engaged in projects that respond to unique market opportunities while enhancing the built environment. The Atlanta-based company is organized as a core group of professionals led by founder, David Marvin. Fluency across multiple real estate uses, commitment to quality, and the ability to work with partners and local government have enabled the company to execute innovative projects. In Atlanta, the company developed downtown Atlanta's first full-service hotel in 15 years and downtown Atlanta's first luxury condominium. Since its formation in 1996, Legacy Property Group has developed projects in the senior housing, hospitality and urban mixed-use arenas.

David Marvin has over 20 years of real estate experience encompassing hospitality, multifamily, senior housing, retail, and land development. Mr. Marvin previously held positions at Eastdil Realty Advisors, Perini Land and Development, and ISES Properties. He earned a Masters of Science in Real Estate Development at the Massachusetts Institute of Technology, as well as a Bachelor of Civil Engineering at the University of Vermont and an MEA from Rensselaer Polytechnic Institute. Mr. Marvin is a licensed Professional Engineer. He has been a leader in the revitalization of downtown Atlanta and serves on the Central Atlanta Progress Executive Committee. He is a recipient of MIT Center for Real Estate's primary alumni honor, the Spaulding Award.

## **Attachment**

**Re: Westside TAD Downtown Advisory Board**

**04-C-0716**

**David D. Marvin** will serve as a member of the Westside TAD Downtown Advisory Board in the Centennial Olympic Park Area (COPA) Category for the City of Atlanta. This appointment is for a **term of two (2) years**.



06- C -1984

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30303-0300  
TEL (404) 330-6100

September 5, 2006

President Lisa Borders and  
Members of Atlanta City Council  
City Hall, Suite 2900 South  
68 Mitchell St., S.W.  
Atlanta, Georgia 30303

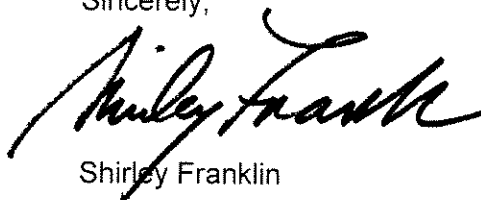
**RE: Westside Tax Allocation District (TAD) Neighborhood Advisory Board Reappointment**

Dear President Borders and Members of the Council:

It is a pleasure for me to reappoint Tillman Ward to serve as a member of the Westside TAD Neighborhood Advisory Board for the City of Atlanta in the Neighborhood Merchant Category. This appointment is for a **term of two (2) years**.

I am confident that Mr. Ward will continue to serve the Westside TAD Neighborhood Advisory Board with integrity and dedication.

Sincerely,



Shirley Franklin

H-31

# ***Tillman Ward***

503 Rhodes Street, N.W. • Atlanta, Georgia 30314 • (404) 435-5771

## **Qualification**

Atlanta Native  
Active in numerous civic and professional organizations

## **Employment History**

25 Years R.J.R. Nabisco  
Sales Marketing  
President of Community Resources  
Director of Atlanta Community Welcome Center

## **Education**

Booker T. Washington High School  
Morris Brown College  
Atlanta University

## **Business Affiliations**

Member. Atlanta Business League  
M.L.K. Merchants Association  
Atlanta Planning Advisory Board (NPUL)  
Atlanta Association of Neighborhood Developers  
Vine City Civic Association  
Southeastern Entrepreneurship Institute

## **Hobbies**

Music  
Reading  
Active Listening



04-C -0714

CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30335-0300  
TEL (404) 330-6100

March 15, 2004

President Cathy Woolard and  
Members of Atlanta City Council  
City Hall, Suite 2900 South  
68 Mitchell St., S.W.  
Atlanta, Georgia 30303

**RE: Westside Tax Allocation District (TAD) Neighborhood Advisory Board Appointment**

Dear President Woolard and Members of the Council:

It is a pleasure for me to appoint Tillman Ward to serve as a member of the Westside TAD Neighborhood Advisory Board for the City of Atlanta. This appointment is for a **term of two (2) years**.

I am confident that Tillman Ward will serve the Westside TAD Neighborhood Advisory Board with integrity and dedication.

Sincerely,



Shirley Franklin

**CONFIRMED BY**

**MAY 03 2004**

**COUNCIL**



## **Attachment**

**Re: Westside TAD Neighborhood Advisory Board**

**04-C-0714**

**Tillman Ward** will serve as a member of the Westside TAD Neighborhood Advisory Board in the Neighborhood Merchant Category for the City of Atlanta. This appointment is for a **term of two (2) years**.

RCS# 5661  
5/03/04  
4:04 PM

Atlanta City Council

Regular Session

MULTIPLE

04-C-0712 04-C-0714 04-C-0721

CONFIRM

YEAS: 10  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 6  
EXCUSED: 0  
ABSENT 0

Y Smith	Y Archibong	NV Moore	Y Mitchell
NV Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
NV Winslow	Y Muller	NV Boazman	NV Woolard

MULTIPLE